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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Zurich American Life Insurance Company
<b>TOI/Sub-TOI:</b>	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
<b>Product Name:</b>	PP - Deferred Variable 3		
<b>Project Name/Number:</b>	/		

## Filing at a Glance

Company:	Zurich American Life Insurance Company
Product Name:	PP - Deferred Variable 3
State:	District of Columbia
TOI:	A03I Individual Annuities - Deferred Variable
Sub-TOI:	A03I.002 Flexible Premium
Filing Type:	Form
Date Submitted:	11/18/2016
SERFF Tr Num:	ZUUG-130803492
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	2016-0096
Implementation	On Approval
Date Requested:	
Author(s):	Ute Luedtke-Ahrens
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Implementation Date:	

**State:** District of Columbia **Filing Company:** Zurich American Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium  
**Product Name:** PP - Deferred Variable 3  
**Project Name/Number:** /

## General Information

Project Name: Status of Filing in Domicile: Authorized  
Project Number: Date Approved in Domicile: 03/14/2016  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Individual Market Type:  
Overall Rate Impact: Filing Status Changed: 11/18/2016  
State Status Changed:  
Deemer Date: Created By: Ute Luedtke-Ahrens  
Submitted By: Ute Luedtke-Ahrens Corresponding Filing Tracking Number:  
  
Filing Description:  
Dear Commissioner Taylor:

Zurich American Life Insurance Company wishes to file a Private Placement Individual Flexible Premium Variable Annuity Contract with separate accounts.

The following forms are submitted with this filing:

PPVAGN-02A, Private Placement Individual Flexible Premium Variable Annuity Contract  
ZM-23730FQ-GN (06/15) Annuity Application

The above forms are new and do not replace any existing forms previously filed with the Department. The forms are subject to federal jurisdiction and accordingly the Flesch requirements do not apply.

The Contract will be sold on a private placement basis and is not part of a general public offering and is not registered under Securities Act of 1933. Likewise, the separate account funding of this product offering is not registered under Investment Company Act of 1940. As a private offering, this Contract is available only to individuals who are both accredited investors and qualified purchasers, as defined under the Securities Act of 1933 and the Investment Company Act of 1940, respectively. Accredited investors and qualified purchasers are investors of substantial economic means and are presumed to be sophisticated investors.

The Contract will be sold on a private placement basis by licensed insurance agents who are also registered representatives of SEC-registered broker-dealers with application ZM-23430FQ-GN (06/15). The Application will be signed in person, not electronically, and may be submitted as original, fax or .pdf.

The separate account(s) and fund(s) available under the Contract are variable items and may be changed without notice or prior approval. Any such new account or fund will not significantly alter the underlying structure of the Contract. No general account investment options are available under the Contract.

The Contract does not provide for surrender charges.

Under this Contract, 3 types of investment options may be available through the separate account(s). They are: Registered Fund Divisions (which invest in insurance-dedicated, registered open-end management investment companies), Managed Divisions (which invest in a portfolio of investment assets) and Specialty Divisions (which mostly invests in illiquid investment vehicles). They reflect direct allocation of the investment performance of the separate accounts.

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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Zurich American Life Insurance Company
<b>TOI/Sub-TOI:</b>	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
<b>Product Name:</b>	PP - Deferred Variable 3		
<b>Project Name/Number:</b>	/		

The separate account(s) underlying the filing comply with or have been authorized by the State of domicile, including Commissioner approval, if required.

Thank you for your consideration of our filing. Please do not hesitate to contact me with any questions or concerns.

Sincerely,  
Ute Luedtke-Ahrens

## Company and Contact

### Filing Contact Information

Ute Luedtke-Ahrens, Product Development ute.luedtke-ahrens@zurichna.com  
Consultant  
7045 College Blvd 913-339-1697 [Phone]  
Overland Park, KS 66211 913-664-3611 [FAX]

### Filing Company Information

Zurich American Life Insurance Company	CoCode: 90557	State of Domicile: Illinois
1299 Zurich Way	Group Code: 212	Company Type: Life and Annuity
Schaumburg, IL 60196	Group Name: Zurich North America	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-3050975	

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## Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

SERFF Tracking #:

ZUUG-130803492

State Tracking #:

Company Tracking #:

2016-0096

State: District of Columbia

Filing Company:

Zurich American Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: PP - Deferred Variable 3

Project Name/Number: /

## Form Schedule

### Lead Form Number: PPVAGN-02A

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Private Placement Individual Flexible Premium Variable Annuity Contract	PPVAGN-02A	POL	Initial			PPVAGN-02A (11-2016).pdf
2		Private Placement Individual Flexible Premium Variable Annuity Application	ZM23730FQ-GN (06/15)	AEF	Initial			ZM-23730FQ- Generic -Generic Variant Private Placment Variable Annuity 07-30-15 (Bracketed).pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

Zurich American Life Insurance Company  
Administrative Office  
<sup>AA</sup>[1299 Zurich Way  
Schaumburg, IL 60196]  
<sup>CC</sup>[(888) 634-6780]



## PRIVATE PLACEMENT INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

Zurich American Life Insurance Company (the "Company," "We," "Our," "Ours," or "Us") issued this Private Placement Individual Flexible Premium Variable Annuity Contract (this "Contract" or "your Contract") to the Owner ("you," "your," "yours") named in the Contract Details in consideration of the Owner's application and payment of the required Initial Premium for this Contract. This Contract is effective on the Issue Date shown in the Contract Details.

Before the Annuity Date, the Company agrees to pay the Death Proceeds upon the death of an Owner or the Annuitant when it is payable under the terms of this Contract. On and after the Annuity Date, the Company agrees to pay the Annuity Benefits when they are payable under the terms of this Contract. Our payment of amounts due under this Contract discharges Our liability with respect to the amounts paid.

Signed for Zurich American Life Insurance Company:

<sup>DD</sup>  
Patrick Carty  
Secretary

  
David Dietz  
President

Additional premium payments may be permitted before the Annuity Date, the date Death Proceeds are payable, or this Contract is surrendered.

**READ THIS CONTRACT CAREFULLY. This Contract is a legal contract between the Owner and the Company.**

### RIGHT TO CANCEL – FREE LOOK PERIOD

If for any reason the Owner is not satisfied with this Contract, it may be returned within 10 days after this Contract is delivered or 30 days if this Contract is issued to replace a life insurance policy or annuity contract. The Owner may cancel this Contract by returning it to the Company's Administrative Office listed above, or to one of its authorized representatives. If returned, We will return the Contract Cash Value plus a refund of all fees and charges, and this Contract will be canceled as of its Issue Date.

**THE CASH VALUE, ANNUITY BENEFIT, AND DEATH PROCEEDS ARE BASED ON THE INVESTMENT EXPERIENCE OF THE DIVISIONS IN THE SEPARATE ACCOUNT, ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE.**

This Contract has not been, and will not be, registered under the Securities Act of 1933, as amended, (the "1933 Act") or any State or other securities laws. This Contract may not be sold, transferred or assigned except as permitted under the 1933 Act and any applicable State or other securities laws pursuant to registration or an exemption from registration and except as otherwise provided in this Contract.

**Private Placement Individual Flexible Premium Variable Annuity Contract  
Non-Participating**

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## CONTRACT DETAILS – GENERAL

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### CONTRACT INFORMATION

Owner:	<sup>2r</sup> [Joe Smith]	Contract Number:	<sup>1</sup> [123456]
Issue State:	<sup>84</sup> [Delaware]	<sup>3r</sup> [Joint Owner:]	<sup>4</sup> [Susan Smith]
		Issue Date:	<sup>5</sup> [June 1, 2013]
Annuitant:	<sup>6r</sup> [Joe Smith]	Sex:	<sup>7</sup> [Male]
Age at Issue:	<sup>8</sup> [62]		
Contingent Annuitant:	<sup>9</sup> [Susan Smith]	Sex:	<sup>10</sup> [Female]
Age at Issue:	<sup>11</sup> [60]		
Annuity Date:*	<sup>12</sup> [December 31, 2041]	Latest Annuity Date:	<sup>13</sup> [June 1, 2051]

Department of Insurance Telephone Number: <sup>14</sup>[123-456-7890]

### PREMIUM INFORMATION

Initial Premium:	<sup>15</sup> [1,000,000.00]	Minimum Additional Premium Amount:	<sup>16</sup> [100,000.00]
Total Additional Premium Amount:	<sup>17</sup> [250,000.00]		

\* IT IS POSSIBLE THAT THIS CONTRACT WILL TERMINATE PRIOR TO THE ANNUITY DATE EVEN IF ADDITIONAL PREMIUMS ARE PAID BECAUSE THE INVESTMENT PERFORMANCE OF THE DIVISIONS MAY NOT BE SUFFICIENT OR MAY BE NEGATIVE, OR PARTIAL WITHDRAWALS MAY BE MADE, SO THAT THE CASH VALUE IS NOT SUFFICIENT TO PAY THE CHARGES ASSESSED ON THE PROCESSING DATE.

### TRANSFER INFORMATION

Eligible Transfer Day:	<sup>18r</sup> [Once each Contract Month/Each Valuation Date]
Minimum Transfer Amount:	<sup>19</sup> [100,000]
Minimum Remaining Division Account Value:	<sup>20</sup> [100,000] <sup>21</sup> [subject to the requirements of a Specialty Division]
Maximum Allowed Transfers:	<sup>22</sup> [4] <sup>22a</sup> [per Contract Year] <sup>22b</sup> [subject to the requirements of a Specialty Division]

### PARTIAL WITHDRAWAL INFORMATION

Maximum Allowed Partial Withdrawals:	<sup>23</sup> [4] <sup>23a</sup> [per Contract Year] <sup>23b</sup> [subject to the requirements of a Specialty Division]
Minimum Partial Withdrawal Amount:	<sup>24</sup> [100,000]
Minimum Remaining Division Account Value:	<sup>25</sup> [100,000] <sup>25a</sup> [subject to the requirements of a Specialty Division]

<sup>83</sup>[A]

## CONTRACT DETAILS – CHARGES AND DEDUCTIONS

### PREMIUM CHARGES:

#### Sales Load:

<sup>26</sup>[Current

<sup>27</sup><sup>27a</sup>[1.00]% of Premium Payment]

<sup>28</sup>[The Sales Load is assessed on the Premium Paid based upon the Cumulative Premiums Paid up to and including the most recent Premium Payment and the Contract Year in which the Premium Payment is made]. <sup>28a</sup>[Multiple rates apply if a Premium Payment crosses one or more break-points below.] The following rates apply:

A	A <sup>1</sup> [Cumulative Premiums Paid]			
B	C	D	E	F
B <sup>1</sup> [Contract Year]	C <sup>1</sup> [Less than \$5 Million]	D <sup>1</sup> [\$5 Million or greater but less than \$10 Million]	E <sup>1</sup> [\$10 Million or greater but less than \$15 Million]	F <sup>1</sup> [\$15 Million or greater]
B <sup>2</sup> [1-10]	C <sup>2</sup> [1.75]%	D <sup>2</sup> [1.25]%	E <sup>2</sup> [0.75]%	F <sup>2</sup> [0.65]%
B <sup>3</sup> [11-20]	C <sup>3</sup> [1.70]%	D <sup>3</sup> [1.20]%	E <sup>3</sup> [0.70]%	F <sup>3</sup> [0.60]%
B <sup>4</sup> [21+]	C <sup>4</sup> [1.65]%	D <sup>4</sup> [1.15]%	E <sup>4</sup> [0.65]%	F <sup>4</sup> [0.55]%

]]

#### Guaranteed Maximum

<sup>29</sup>[4.00]% of Premium Payment

#### Premium Tax:

<sup>30</sup>[Current\*

<sup>30a</sup>[0.00]% of Premium Payment

**We may change the amount of the Premium Charges at any time in Our sole discretion, so long as they do not exceed the guaranteed maximum charges shown in these Contract Details.**

#### Guaranteed Maximum

<sup>31</sup>[The percentage We determine based upon the tax imposed under the laws of the State where this Contract is issued.]

<sup>83</sup>[B]



**CONTRACT CHARGES:****Administrative Charges:****Additional Contract Report Fee:**<sup>32c</sup>[Endorsement/Rider Fee]**CURRENT**\$<sup>32a</sup>[0.00] per Year\$<sup>32b</sup>[0.00] per Report\$<sup>32d</sup>[0.00]**GUARANTEED MAXIMUM**\$<sup>33</sup>[50.00] per Year\$<sup>34</sup>[100.00] per Report

See Endorsement/Rider]

\$<sup>35</sup>[25.00] per transfer**TRANSFER CHARGES:**If Maximum Allowed Transfers  
Exceeded:**We may change the amount of the Contract Charges at any time in Our sole discretion, so long as they do not exceed the guaranteed maximum charges shown in these Contract Details.****SEPARATE ACCOUNT CHARGES:**

As of each Business Day, the Separate Account Charges are computed. The amount computed is based on the Cash Value as of the last Valuation Date, the annual rate for the Separate Account Charges, and the number of calendar days included for that Business Day's computation.

The Separate Account Charges are assessed by <sup>36</sup>[redeeming units from the applicable Divisions].

**Account Maintenance Charge:**<sup>37</sup>[Current<sup>38</sup>[<sup>38a</sup>[0.35%] of the Cash Value]

<sup>39</sup>[The Account Maintenance Charge is assessed based on the Cash Value and the Contract Year in which the Account Maintenance Charge is being assessed]. <sup>39a</sup>[Multiple rates apply if the Cash Value crosses one or more break-points below.] The following rates apply:

<sup>G</sup>		<sup>G<sup>1</sup></sup> [Cash Value]			
<sup>H</sup>		<sup>I</sup>	<sup>J</sup>	<sup>K</sup>	<sup>L</sup>
<sup>H<sup>1</sup></sup> [Contract Year]		<sup>I<sup>1</sup></sup> [Less than \$5 Million]	<sup>J<sup>1</sup></sup> [\$5 Million or greater but less than \$10 Million]	<sup>K<sup>1</sup></sup> [\$10 Million or greater but less than \$15 Million]	<sup>L<sup>1</sup></sup> [\$15 Million or greater]
<sup>H<sup>2</sup></sup> [1-10]		<sup>I<sup>2</sup></sup> [1.75]%	<sup>J<sup>2</sup></sup> [1.25]%	<sup>K<sup>2</sup></sup> [0.75]%	<sup>L<sup>2</sup></sup> [0.65]%
<sup>H<sup>3</sup></sup> [11-20]		<sup>I<sup>3</sup></sup> [1.70]%	<sup>J<sup>3</sup></sup> [1.20]%	<sup>K<sup>3</sup></sup> [0.70]%	<sup>L<sup>3</sup></sup> [0.60]%
<sup>H<sup>4</sup></sup> [21+]		<sup>I<sup>4</sup></sup> [1.65]%	<sup>J<sup>4</sup></sup> [1.15]%	<sup>K<sup>4</sup></sup> [0.65]%	<sup>L<sup>4</sup></sup> [0.55]%

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**Guaranteed Maximum**<sup>40</sup>[1.00%] of the Cash Value<sup>83</sup>[C]

**Asset-Based Distribution Charge:**<sup>41</sup>[Current<sup>42</sup><sup>42a</sup>[0.80%] of the Cash Value]

<sup>43</sup>[The Asset-Based Distribution Charge is assessed based on the Cash Value and the Contract Year in which the Account Maintenance Charge is being assessed]. <sup>43a</sup>[Multiple rates apply if the Cash Value crosses one or more break-points below.] The following rates apply:

M	M <sup>1</sup> [Cash Value]			
N	O	P	R	S
N <sup>1</sup> [Contract Year]	O <sup>1</sup> [Less than \$5 Million]	P <sup>1</sup> [\$5 Million or greater but less than \$10 Million]	R <sup>1</sup> [\$10 Million or greater but less than \$15 Million]	S <sup>1</sup> [\$15 Million or greater]
N <sup>2</sup> [1-10]	O <sup>2</sup> [1.75]%	P <sup>2</sup> [1.25]%	R <sup>2</sup> [0.75]%	S <sup>2</sup> [0.65]%
N <sup>3</sup> [11-20]	O <sup>3</sup> [1.70]%	P <sup>3</sup> [1.20]%	R <sup>3</sup> [0.70]%	S <sup>3</sup> [0.60]%
N <sup>4</sup> [21+]	O <sup>4</sup> [1.65]%	P <sup>4</sup> [1.15]%	R <sup>4</sup> [0.65]%	S <sup>4</sup> [0.55]%

**We may change the amount of the Separate Account Charges at any time in Our sole discretion, so long as they do not exceed the guaranteed maximum charges shown in these Contract Details.**

**Guaranteed Maximum**<sup>44</sup>[1.5%] of the Cash Value**CHARGE DEDUCTION DIVISION:**<sup>45</sup>[Money Market]

See Charges on pages 8 through 10.

## INVESTMENT EXPERIENCE FACTOR

The Investment Experience Factor is determined by:

$$(A / B)^{46} [- C]$$

where:

A. Is the net result of:

1. The net asset value of the investments held in the Division determined as of the end of the current Valuation Period,
2. Plus, the amount of any dividend or capital gain distributions made by any Registered Fund or investment vehicle if the "ex-dividend" date occurs during the current Valuation Period, and
3. Plus or minus a credit or charge for any taxes reserved for the current Valuation Period which We determine to have resulted from the investment operations of the Division.

B. Is the net asset value of the investments held in the Division determined as of the end of the prior Valuation Period.

<sup>46</sup>[C. Is the factor representing the sum of the Separate Account Charges for the Division computed as of the applicable Business Day. For Specialty Divisions specified in these Contract Details as requiring you to designate a Charge Deduction Division, C will be zero and the Separate Account Charges will be assessed by the redemption of units from the Charge Deduction Division.]

<sup>83</sup>[E]

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## CONTRACT DETAILS – SEPARATE ACCOUNT

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SEPARATE ACCOUNT:

<sup>47</sup>[ZALICO HNW VA Series 1]

DIVISIONS AVAILABLE ON THE ISSUE DATE:

VALUATION DATE:

**Registered Fund Divisions:**

<sup>48</sup>[ABC Fund Division]

<sup>49</sup>[Each Business Day]

**<sup>50</sup>[Managed Divisions:]**

<sup>51</sup>[ DEF Managed Division:]

<sup>52</sup>[Each Business Day]

**<sup>53</sup>[Specialty Divisions:]**

<sup>54</sup>[MNO Specialty Division]<sup>55</sup>[\*:]

<sup>56</sup>[First/Last Business Day of the Quarter]

<sup>57</sup>[RST Managed Specialty Division]<sup>60</sup>[\*:]

<sup>58</sup>[First/Last Business Day of the Quarter]

If We make any additional Divisions available, We will notify you in writing and you may allocate your Cash Value to those Divisions by completing a transfer request and submitting it to Us in Good Order.

<sup>59</sup>[\* If Cash Value is allocated to this specified Specialty Division, We require that you designate a Charge Deduction Division and allocate or transfer Cash Value to the Charge Deduction Division from which charges attributable to this specified Specialty Division will be deducted.]

<sup>83</sup>[F]

<sup>60</sup>**[SPECIALTY DIVISION SCHEDULE]**

Each Specialty Division will have its own Schedule, setting out the details that pertain to the Specialty Division, including the following information:

<sup>61</sup>**[DIVISION NAME:]**

Fund Name:	<sup>62</sup> [XYZ Opportunistic Fund]
Purchase Notice Date:	<sup>63</sup> [40] days prior to the Purchase Date
Purchase Funding Date:	<sup>64</sup> [10] Business Days prior to the Purchase Date
Purchase Date:	<sup>65</sup> [First/Last Business Day of each Calendar Quarter]
Partial Redemption Notice Date:	<sup>66</sup> [100] days prior to Partial Redemption Date
Partial Redemption Date:	<sup>67</sup> [First/Last Business Day of each Calendar Quarter after the first full calendar year after the allocation to the Specialty Division]
Partial Redemption Payment Date(s):	<sup>68</sup> [60] days after the Partial Redemption Date
Partial Redemption Maximum Amount:	<sup>69</sup> [20% of the Division Account Value]
Minimum Balance:	<sup>70</sup> [\$12,345.67]
Full Redemption Notice Date:	<sup>71</sup> [100] days prior to Full Redemption Date
Full Redemption Date:	<sup>72</sup> [First/Last Business Day of the Calendar Quarter/Year after the first full calendar year after the allocation to the Specialty Division]
Full Redemption Initial Payment Date (s):	<sup>73</sup> [90] days after the Full Redemption Date
Full Redemption Initial Payment Amount:	<sup>74</sup> [90% of the Division Account Value]
Full Redemption Final Payment Date(s):	<sup>75</sup> [180] days after the Full Redemption Date
Full Redemption Final Payment Amount:	<sup>76</sup> [Final redemption payment based upon liquidation cash proceeds for the applicable redemption.]
Death Benefit Redemption Notice Date:	<sup>77</sup> [30] days prior to the Death Benefit Redemption Date
Death Benefit Redemption Date:	<sup>78</sup> [First/Last Business Day of the Calendar Month/Quarter after the Death Benefit Redemption Notice Date]
Death Benefit Redemption Final Payment Date:	<sup>79</sup> [90] days after the Death Benefit Redemption Date
Death Benefit Redemption Final Payment Amount:	<sup>80</sup> [Final redemption payment based upon the liquidation cash proceeds for the applicable redemption.]

<sup>81</sup>[We will notify you in writing of any changes to the Schedule for a Specialty Division.]

## CONTRACT DETAILS – ANNUITY BENEFITS

Minimum Periodic Payment

\$<sup>82</sup>[1,000.00]

### MINIMUM MONTHLY INCOME PER \$1,000 OF CASH SURRENDER VALUE

Adjusted Age	Life Annuity		Life Annuity with 5 Year Period Certain		Life Annuity with 10 Year Period Certain		Fixed Installment Annuity	
	Male	Female	Male	Female	Male	Female	Years	Income
35	1.54	1.43	1.54	1.43	1.54	1.43	5	16.67
36	1.57	1.46	1.57	1.46	1.57	1.46	6	13.89
37	1.61	1.49	1.61	1.49	1.61	1.49	7	11.90
38	1.64	1.52	1.64	1.52	1.64	1.52	8	10.42
39	1.68	1.55	1.68	1.55	1.68	1.55	9	9.26
40	1.72	1.58	1.72	1.58	1.71	1.58	10	8.33
41	1.76	1.62	1.75	1.62	1.75	1.61	11	7.58
42	1.80	1.65	1.80	1.65	1.79	1.65	12	6.94
43	1.84	1.69	1.84	1.69	1.84	1.69	13	6.41
44	1.88	1.73	1.88	1.72	1.88	1.72	14	5.95
45	1.93	1.76	1.93	1.76	1.93	1.76	15	5.56
46	1.98	1.81	1.98	1.81	1.98	1.80	16	5.21
47	2.03	1.85	2.03	1.85	2.03	1.85	17	4.90
48	2.08	1.90	2.08	1.90	2.08	1.89	18	4.63
49	2.14	1.94	2.14	1.94	2.13	1.94	19	4.39
50	2.20	1.99	2.20	1.99	2.19	1.99	20	4.17
51	2.26	2.05	2.26	2.05	2.25	2.04		
52	2.33	2.10	2.32	2.10	2.31	2.10		
53	2.39	2.16	2.39	2.16	2.38	2.15		
54	2.47	2.22	2.46	2.22	2.45	2.21		
55	2.54	2.28	2.54	2.28	2.52	2.28		
56	2.62	2.35	2.62	2.35	2.60	2.34		
57	2.70	2.42	2.70	2.42	2.68	2.41		
58	2.79	2.50	2.79	2.50	2.77	2.49		
59	2.89	2.58	2.88	2.58	2.86	2.57		
60	2.99	2.66	2.98	2.66	2.95	2.65		
61	3.10	2.75	3.09	2.75	3.05	2.73		
62	3.21	2.85	3.20	2.84	3.16	2.83		
63	3.33	2.95	3.32	2.95	3.27	2.92		
64	3.46	3.06	3.45	3.05	3.39	3.03		
65	3.60	3.18	3.58	3.17	3.52	3.14		
66	3.75	3.30	3.72	3.29	3.65	3.25		
67	3.90	3.43	3.88	3.42	3.78	3.38		

Adjusted Age	Life Annuity		Life Annuity with 5 Year Period Certain		Life Annuity with 10 Year Period Certain		Fixed Installment Annuity	
	Male	Female	Male	Female	Male	Female	Years	Income
68	4.07	3.57	4.04	3.56	3.93	3.51		
69	4.25	3.72	4.21	3.71	4.08	3.64		
70	4.44	3.89	4.40	3.87	4.23	3.79		
71	4.65	4.06	4.59	4.04	4.40	3.95		
72	4.86	4.25	4.79	4.22	4.57	4.11		
73	5.10	4.46	5.01	4.42	4.74	4.28		
74	5.34	4.68	5.24	4.63	4.92	4.46		
75	5.61	4.92	5.49	4.86	5.11	4.66		
76	5.89	5.18	5.75	5.11	5.30	4.85		
77	6.20	5.46	6.02	5.37	5.49	5.06		
78	6.53	5.77	6.31	5.65	5.69	5.27		
79	6.88	6.10	6.62	5.95	5.89	5.49		
80	7.26	6.46	6.94	6.28	6.09	5.71		
81	7.67	6.85	7.29	6.62	6.29	5.94		
82	8.11	7.27	7.64	6.99	6.48	6.16		
83	8.58	7.73	8.02	7.38	6.67	6.38		
84	9.08	8.23	8.41	7.79	6.86	6.60		
85	9.62	8.78	8.81	8.22	7.03	6.80		
86	10.21	9.37	9.23	8.66	7.20	7.00		
87	10.84	10.01	9.65	9.13	7.36	7.19		
88	11.51	10.70	10.09	9.60	7.51	7.36		
89	12.24	11.44	10.53	10.08	7.64	7.52		
90	13.01	12.23	10.98	10.56	7.77	7.67		
91	13.84	13.07	11.43	11.03	7.88	7.80		
92	14.72	13.95	11.88	11.51	7.98	7.91		
93	15.67	14.89	12.34	11.99	8.06	8.01		
94	16.70	15.90	12.80	12.47	8.13	8.09		
95	17.84	16.99	13.27	12.95	8.19	8.16		
96	19.11	18.20	13.73	13.42	8.24	8.21		
97	20.54	19.56	14.17	13.89	8.27	8.25		
98	22.21	21.13	14.60	14.34	8.29	8.28		
99	24.08	22.88	14.99	14.75	8.31	8.30		
100	26.18	24.85	15.35	15.14	8.32	8.32		

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## DEFINITIONS

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**Account Maintenance Charge** means a daily charge to compensate Us for maintaining and administering the Separate Account and the Divisions.

**Advisory Agreement** means the investment advisory agreement between Us and those persons who render services as Investment Advisers to the Managed Divisions.

**Age** means the attained age of the Annuitant or Beneficiary (if the Beneficiary elected to receive the Death Proceeds under an Annuity Benefit option).

**Annuitant** means the natural person on whose life payment of Annuity Benefits is measured under this Contract.

**Annuity Benefits** means the periodic payments We make starting on the Annuity Date. Prior to the Annuity Date, the Cash Value must be transferred from the Divisions to the General Account.

**Annuity Date** means the date We first pay Annuity Benefits.

**Asset-Based Distribution Charge** means a daily charge to compensate Us for certain costs of marketing and distributing this Contract, including payment of asset-based sales compensation.

**Beneficiary** means any party(ies) who will receive the Death Proceeds following the death of an Owner, Joint Owner or the death of the Annuitant if this Contract is owned by an entity.

**Business Day** means a day on which We are open for business and there is trading on the major U.S. stock exchanges.

**Cash Value** means the sum of each Division Account Value attributable to this Contract.

**Cash Surrender Value** means the Cash Value, less accrued but unpaid Contract Charges and Separate Account Charges, and less premium taxes or other taxes.

**Charge Deduction Division** means the Registered Fund Division or Managed Division that you designate and which is acceptable to us from which Contract Charges and Separate Account Charges will be paid. A Managed Division that is also a Specialty Division may not be selected as a Charge Deduction Division. We may require that you designate a Charge Deduction Division as described in "Values – Deduction of Contract Charges and Separate Account Charges."

**Contract Anniversary** means each annual anniversary of the Issue Date of this Contract.

**Contract Charges** means the charges We deduct from the Cash Value to compensate Us for providing this Contract, additional Contract reports, and supplemental benefits or riders to this Contract, if any.

**Contingent Annuitant** means the natural person who becomes the Annuitant if the Annuitant dies prior to the Annuity Date.

**Contract Year** means the 12-month period between each Contract Anniversary.

**Death Proceeds** means the Cash Surrender Value amount payable in the event of a death, prior to the Annuity Date, of an Owner, Joint Owner or the death of the Annuitant if this Contract is owned by an entity while this Contract is In Effect.

**Division** means an investment option available through the Separate Account to which Cash Value may be allocated.

**Division Account Value** means for each Division to which you have allocated Cash Value, the number of units of that Division credited to your Contract multiplied by the unit value for that Division.

**Due Proof of Death** means (i) a certified copy of the death certificate, (ii) a certified copy from a court of competent jurisdiction as to the finding of death, or (iii) any other proof satisfactory to Us in Our sole discretion.



**General Account** means Our assets other than those held in the Separate Account or any other separate account. The guaranteed benefits under this Contract are paid from the General Account.

**Good Order** means Our actual receipt, at Our Administrative Office, on a Business Day before 3:00 PM Eastern time of (i) the premium or (ii) written instructions that are sufficiently clear so that We do not need to exercise any discretion relating to a Contract transaction, along with all forms, information, and supporting legal documentation We require. Anything received at or after 3:00 PM Eastern time will be treated as received on the next Business Day.

**In Effect** means the period beginning on the Issue Date and ending on the date this Contract terminates.

**Initial Premium** means the initial amount paid for this Contract.

**Investment Adviser** means an entity that either is registered as an Investment Adviser under the Investment Advisers Act of 1940 or is relying upon an exclusion from such registration requirements, who renders investment management services to the Managed Divisions and/or any Fund(s) in which certain Division(s) may invest.

**Issue Date** means the effective date of this Contract and from which the incontestability period is measured and from which Processing Dates are determined.

**Managed Division** means an investment option shown in the Contract Details as a Managed Division that invests directly or indirectly in a portfolio of investment assets pursuant to an Advisory Agreement between Us and an Investment Adviser. A Managed Division may be a Specialty Division as indicated in the Contract Details.

**Money Market Division** means an investment option shown in the Contract Details as a Registered Fund Division that invests in high quality, short-term securities.

**Net Premiums** means the premiums We receive and accept less any Premium Charges.

**Owner, you, your, yours** means the individual or entity named as the Owner who is entitled to exercise all the rights and privileges under this Contract before the Annuity Date and before the Death Proceeds are payable. The Owner must be a Qualified Person.

**Payee** means the natural person or entity designated to receive periodic payments under this Contract. We must consent to any Payee who is other than the Owner, Annuitant or Beneficiary.

**Premium Charges** means the charges, including Sales Load and Premium Taxes, if any, We deduct from premiums and that are calculated based on the amount of premiums paid.

**Processing Date** means each date on which We deduct Contract Charges from the Cash Value. The first Processing Date is the Issue Date. There is a Processing Date each month. Each later Processing Date is on the same calendar day as the Issue Date, or on the last day of any month which has no such calendar day.

**Processing Period** means the period beginning on the Issue Date or the day after a Processing Date, as may apply, to the end of the next Processing Date.

**Qualified Person** means an individual or entity who is (i) an accredited investor as defined in Regulation D under the Securities Act of 1933 and (ii) a qualified purchaser as defined under the Investment Company Act of 1940 or the regulations promulgated under that Act.

**Registered Fund Division** means an investment option shown in the Contract Details as a Registered Fund Division that invests in a separate entity that is a registered investment company (a "Registered Fund").

**Separate Account** means the Separate Account shown in the Contract Details and any other separate account that We may make available to allocate Cash Value under this Contract.

**Separate Account Charges** means the daily charges for the Asset-Based Distribution Charge and the Account Maintenance Charge.

**Specialty Division** means an investment option shown in the Contract Details as a Specialty Division and for which Contract transactions are subject to limits and conditions that must be met before any transaction is processed or payment made as set forth in "Contract Transactions Involving a Specialty Division." A Specialty Division may be a Division that invests in an investment vehicle or may be a Managed Division if the Managed Division is shown as also being a Specialty Division in the Contract Details. If a Managed Division is also a Specialty Division, the terms of this Contract that apply to a Specialty Division apply to the Managed Division, including the limits and conditions applicable to Contract transactions and if there are any conflicting terms and conditions, those that apply to Specialty Division control.

**Valuation Date** means (i) for the Cash Value, each Business Day and (ii) for each Division and the Division Account Value allocated to that Division, the day as of which the value of the assets of that Division is determined.

**Valuation Period** means the period of time beginning on the Issue Date or the day after the Valuation Date, as may apply, to the end of the next Valuation Date.

**We, Our, Ours, Us, the Company** means Zurich American Life Insurance Company.

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## **OWNER AND BENEFICIARY**

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### **OWNER**

While this Contract is In Effect and while you are a Qualified Person, you are entitled to exercise all the rights and privileges available under this Contract, subject to any transfer or assignment of this Contract. If this Contract is owned by two natural persons, they own this Contract equally and must exercise ownership rights and privileges together, including signing of written requests.

The Owner must be a natural person or an entity who acts on behalf of and for the benefit of the Annuitant, Annuitant's spouse or natural person beneficiaries. If this Contract is jointly owned, the Owner and the Joint Owner must be natural persons.

If the Owner ceases to be a Qualified Person, We reserve the right to (i) restrict the Owner from making premium payments and transfers among Divisions; or (ii) require the Owner take a partial withdrawal from this Contract or surrender this Contract.

### **ASSIGNMENT OR CHANGE OF OWNERSHIP**

**This Contract may not be sold, transferred or assigned except as permitted under the Securities Act of 1933 and any applicable State or other securities laws pursuant to registration or an exemption from registration and except as otherwise provided in this Contract.** You may only sell, transfer or assign any ownership rights, or other benefits under this Contract to a Qualified Person and only if the sale, transfer or assignment complies with applicable laws and regulations.

We must receive a written request of any sale, transfer or assignment of ownership in Good Order. For the written request of any sale, transfer or assignment to be in Good Order, We may require you to provide proof (including an opinion of counsel reasonably satisfactory to Us), that any sale, transfer or assignment complies with applicable laws or regulations before We will record any sale, transfer or assignment. If the sale, transfer or assignment of ownership complies with the requirements in this Contract and applicable laws and regulations, it will take effect on the date the written request is signed by you unless otherwise specified by the Owner. However, the sale, transfer or assignment will not affect any payment made or action taken by Us before We have received the written request of sale, transfer or assignment in Good Order. The rights of the Owner, Annuitant and Beneficiary are subject to the sale, transfer or assignment.

We are not responsible for the validity of any sale, transfer or assignment or any tax consequences of the transaction.

## **BENEFICIARY**

Death Proceeds are payable to the Beneficiary. To receive any Death Proceeds, a natural person Beneficiary must not have died before the death of the natural person whose death resulted in the obligation to pay the Death Proceeds. If a natural person Beneficiary dies before or within ten days after the natural person whose death resulted in the obligation to pay the Death Proceeds, the natural person Beneficiary will not be eligible to receive any Death Proceeds. If all Beneficiaries are natural persons and no Beneficiary is alive when Death Proceeds are payable, the proceeds of this Contract will be payable to the estate of the natural person whose death resulted in the obligation to pay the Death Proceeds.

If this Contract is jointly owned, the Owner and Joint Owner are the primary Beneficiaries and all other Beneficiary designations are treated as contingent Beneficiaries. Contingent Beneficiaries receive Death Proceeds only if all primary Beneficiaries are no longer alive at the time of the applicable death.

Beneficiaries share and share alike, unless otherwise provided in the application for this Contract or a subsequent written notice We receive in Good Order.

## **CHANGE OF BENEFICIARY**

Unless the designation of the Beneficiary is irrevocable, while this Contract is In Effect, you may change the Beneficiary before the Annuity Date and before any Death Proceeds are payable. We must receive written notice of any change in Good Order. The change will take effect on the date the notice is signed by you, unless you otherwise specify. However, the change will not affect any payment made or action taken by Us before We receive your written notice of the change in Good Order. We are not responsible for any tax consequences resulting from the change. If the designation of any Beneficiary is irrevocable, that Beneficiary may not be changed without the irrevocable Beneficiary's consent.

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## **EXCHANGE OF THIS CONTRACT**

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If at any time the Owner ceases to be a Qualified Person, the Owner may elect or We may require the Owner to elect an exchange of this Contract for an annuity contract currently being offered by Us (or an affiliate of Ours) that does not require the Owner to be a Qualified Person. Upon the exchange, any remaining contestability periods under this Contract will carry over to the new contract. If there is any fraud in the procurement of the new contract, We (or Our affiliate) reserve the right to contest the new contract to the fullest extent permitted by applicable law.

We will process the exchange by applying the Cash Surrender Value to the new contract. Generally, We will process the exchange within seven Business Days after Our receipt of your election in Good Order. We have the right to defer the determination and application of the Cash Surrender Value and delay the exchange if any Cash Value is allocated to a Specialty Division as set forth in Contract Transactions Involving a Specialty Division – Full Redemption of Cash Value Allocated to a Specialty Division.

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## **PREMIUMS**

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### **PAYMENTS**

Premiums are payments We receive for this Contract. The Initial Premium paid to purchase this Contract is shown in the Contract Details.

While this Contract is In Effect and while you are a Qualified Person, you may pay premiums at any time prior to the Annuity Date so long as:

1. The additional premium is equal to or exceeds the Minimum Premium Amount shown in the Contract Details; and
2. The sum of the additional premium and all previously paid additional premiums does not exceed the Total Additional Premium Amount shown in the Contract Details, unless We approve a greater amount.

Net Premiums will be credited to this Contract on the date We receive the premiums in Good Order.

We reserve the right to restrict the timing, number, and amount of additional premiums and the right to prohibit future premium payments. We reserve the right to return all or a portion of any additional premium paid if We determine that you have ceased to be a Qualified Person.

#### **PREMIUM ALLOCATION**

After the expiration of the Right to Examine Contract period, if applicable, Net Premiums will be allocated according to the allocation instructions in your application for this Contract. During the Right to Examine Contract period, the Net Premium will be placed in the Money Market Division.

For allocations to a Registered Fund Division or Managed Division, the Net Premiums will be allocated on the Valuation Date after We receive the premium in Good Order. We may limit the amount of Net Premiums that may be allocated to a Specialty Division. Allocations to a Specialty Division will be processed as set forth in Contract Transactions Involving a Specialty Division – Allocations and Transfers Into a Specialty Division.

You may change your premium allocation. We must receive your request for a premium allocation change in Good Order.

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## **SEPARATE ACCOUNT**

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The Separate Account is established by Us under applicable law to make available various investment options to fund this Contract and other policies that We issue. We own the assets of the Separate Account. Each Division of the Separate Account is a different investment option. The Contract Details show the Divisions that are available on the Issue Date. You may allocate the Cash Value among the available Divisions within limits described in this Contract.

The assets equal to the reserves and other liabilities of the Separate Account will not be charged with liabilities arising out of any other business We may conduct. Income, gains, and losses, whether or not realized, from the assets of the Separate Account are credited or charged against the Separate Account without regard to income, gains, or losses arising out of any other business We conduct. We have the right to transfer any assets of the Separate Account which are in excess of the reserves and other policy or contract liabilities of the Separate Account to the General Account.

The Separate Account is not registered with the Securities and Exchange Commission (SEC) under the Investment Company Act of 1940. At Our election, and subject to any necessary vote by those having voting rights, We may register the Separate Account under the Investment Company Act of 1940 and it may be operated as a unit investment trust or a management company under that Act. We may also elect to deregister the Separate Account after it has been registered. In the event of any change in the operation of the Separate Account pursuant to this provision, We will take such action as may be necessary and appropriate to effect such change.

#### **DIVISIONS**

The investments of each Division will be made in accordance with the investment objectives, policies, and procedures established for it. The types of Divisions and their investments are:

- Registered Fund Divisions – Invest in one or more Registered Funds.
- Managed Divisions – Invest in a portfolio of investment assets.
- Specialty Divisions – Invest in one or more investment vehicles, which are likely not registered with the SEC.

Each Specialty Division may have restrictions on purchases and redemptions of its interests in the investment vehicles in which it invests. Contract transactions involving Cash Value allocated to a Specialty Division, such as allocations of Net Premiums, transfers, partial withdrawals, a surrender, transactions pertaining to Annuity Benefits, and an Exchange of this Contract may be subject to certain limits and conditions. In addition, the processing, valuation and payment of the amounts for these transactions, as well as the payment of Death Proceeds may be delayed. The terms of the limits and conditions will be disclosed in the applicable Specialty Division Schedule.

The assets equal to the reserves and other liabilities of a Division will not be charged with liabilities arising out of any other business We may conduct. Income, gains and losses, whether or not realized, from the assets of each Division are credited or charged against that Division without regard to income, gains or losses in other Divisions of the Separate Account or any other business We may conduct.

#### **CHANGES WE MAY MAKE**

We reserve the right, subject to compliance with applicable law, to make additional separate accounts available, to add and delete Divisions, to make additions to, deletions from, or substitutions for the assets that are held by the Divisions or that the Divisions may purchase. We will not modify the investment policy of Divisions without notice to you. We also reserve the right to combine existing Divisions or to transfer assets between Divisions or to transfer assets of the Separate Account that We determine to be associated with the class of contracts to which this Contract belongs. Any changes made will be made with the approval, if required, of the insurance regulators of Our state of domicile and the state where this Contract is issued.

#### **VALUATION OF DIVISION ASSETS**

The assets of each Division will be valued on the Valuation Date for the Division. The net assets of each Division take into account the accrued liabilities and expenses of the Division. For the Divisions available on the Issue Date, the Valuation Date is shown in the Contract Details. For each Division made available after the Issue Date, We will provide written notice of that Division's Valuation Date.

For Divisions that invest in Registered Funds or investment vehicles, We will use the values reported to Us. Reports from investment vehicles may only provide estimated monthly net asset values and final yearly net asset values after the year-end audit. If a Registered Fund or an investment vehicle distributes investment assets to Us, We will value such assets based upon the amount We receive after liquidating the asset and paying all expenses associated with holding and disposing of the investment asset.

#### **DIVISION UNITS**

We measure the amounts in the Divisions in terms of units and unit values. When Net Premiums are allocated or Cash Value is transferred to a Division, the amount will be used to purchase units of that Division. Units are redeemed:

1. when you take a partial withdrawal, or transfer amounts from a Division,
2. for payment of the Contract Charges,
3. for payment of Separate Account Charges, if the Contract Details show that Separate Account Charges are assessed by the redemption of Division units,
4. for a surrender,
5. for the commencement of annuity payments and payment of Death Proceeds, and
6. for an Exchange of this Contract.

The number of units of each Division purchased or redeemed is determined by dividing the dollar amount of the transaction by the unit value for the Division. A beginning unit value is established for each Division on its first Valuation Date. The unit value as of any subsequent Valuation Date is equal to the unit value for the preceding Valuation Date multiplied by the Investment Experience Factor. The unit value of a Division as of any Valuation Date is determined as of the close of the Valuation Period ending on that Valuation Date. If in connection with the payment of Death Proceeds or the Cash Surrender

Value, or effecting a partial withdrawal, a transfer, or the Exchange of the Contract, a Registered Fund or an investment vehicle distributes investment assets to Us, We may adjust the unit value associated with the units being redeemed based upon the value of the investment asset, calculated as set forth in Separate Account – Valuation of Division Assets and Values – Changes to Charges.

### **Investment Experience Factor**

The Investment Experience Factor is determined as shown in the Contract Details.

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## **VALUES**

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### **COMPUTATION OF VALUES**

The amount of benefits available under this Contract is determined by the Cash Value.

#### **Cash Value**

On the Issue Date, the Cash Value is equal to:

1. The initial Net Premium.
2. Less Contract Charges deducted on the Issue Date for the first Processing Period.

On each Valuation Date thereafter, the Cash Value is equal to the sum of the Division Account Value attributable to your Contract. Each Division Account Value is determined as of the Division's Valuation Date. If the Division's Valuation Date and the Valuation Date for the determination of the Cash Value are not the same, the last determined Division Account Value will be used to compute the Cash Value.

#### **Cash Surrender Value**

We have the right to defer the determination and payment of the Cash Surrender Value and have the right to determine and pay the Cash Surrender Value in parts if any Cash Value is allocated to a Specialty Division as set forth in Contract Transactions Involving a Specialty Division – Full Redemption of Cash Value Allocated to a Specialty Division and in General Terms – Our Right to Delay.

The Cash Surrender Value is equal to:

1. The Cash Value as of the applicable date of determination,
2. Less any accrued and unpaid Contract Charges and Separate Account Charges up through the Annuity Date, date of death, effective date of the surrender, or Exchange of this Contract, and
3. Less any unpaid premium taxes or other taxes We are required to pay.

#### **Division Account Value**

As of the Valuation Date, the Division Account Value equals the number of Division units credited to your Contract multiplied by the applicable unit value. As of any Valuation Date, the number of units is equal to:

1. The number of units credited on the Issue Date or at the end of the prior Valuation Date, as may apply.
2. Plus, units purchased for Net Premiums allocated to the Division during the current Valuation Period.
3. Plus, units purchased for amounts transferred to the Division during the current Valuation Period.
4. Minus, units redeemed for the payment of the Contract Charges, if the Valuation Period includes a Processing Date.
5. Minus, units redeemed for the payment for Separate Account Charges, if the Contract Details show that Separate Account Charges are assessed by the redemption of Division units.
6. Minus, units redeemed for any transfers out of the Division during the current Valuation Period.
7. Minus, units redeemed for any partial withdrawal taken out of the Division during the current Valuation Period.

8. Minus, units redeemed for Death Proceeds, or Exchange of this Contract or surrender or transactions pertaining to Annuity Benefits.

#### **BASIS OF COMPUTATION**

A detailed statement of the method of computation of values has been filed with insurance supervisory officials of the state in which this Contract has been issued, if required. Any paid up annuity, cash surrender value or Death Proceeds that may be available under the Contract are not less than the minimum benefits required by Section 7B of the Model Variable Annuity Regulation, model #250.

#### **CHARGES**

##### **Premium Charges**

Premium Charges are deducted from premiums and are calculated based on the amount of premiums paid. The guaranteed maximum Premium Charges are shown in the Contract Details.

##### **Contract Charges**

The Contract Charges are collected in advance. The Contract Charges are deducted from the Initial Premium and on each Processing Date from the Cash Value. On each Processing Date, units are redeemed equal to the Contract Charges. Contract Charges will be processed as set forth below in Values - Deduction of Contract Charges and Separate Account Charges.

##### **Administrative Charge**

The Administrative Charge is to compensate Us for the administration of this Contract. The guaranteed maximum Administrative Charge is shown in the Contract Details.

##### **Additional Contract Report Fee**

This charge, if any, is shown in the Contract Details.

##### **Supplemental Benefits and Rider Charges**

These charges, if any, are shown in the Contract Details.

##### **Separate Account Charges**

Separate Account Charges are daily charges that are assessed for amounts held in each Division. The computation and the manner in which Separate Account Charges are assessed is shown in the Contract Details.

##### **Asset-Based Distribution Charge**

The Asset-Based Distribution Charge is to compensate Us for certain costs of marketing and distributing this Contract, including payment of asset-based sales compensation. We may profit from this charge, and We may use this profit to compensate Us for other costs incurred or services provided for any corporate purpose. The guaranteed maximum annual rate for the Asset-Based Distribution Charge is shown in the Contract Details.

##### **Account Maintenance Charge**

The Account Maintenance Charge is to compensate Us for maintaining and administering the Separate Account and the Divisions. The guaranteed maximum Account Maintenance Charge is shown in the Contract Details.

Separate Account Charges will be processed as set forth below in Values - Deduction of Contract Charges and Separate Account Charges.

### **Transfer Charge**

The Transfer Charge is deducted if you request more than the Maximum Allowed Transfers shown in the Contract Details. Transfers made on the same Valuation Date are treated as one transfer. The Transfer Charge is assessed against the Division as part of the transfer from which the excess transfer is being made.

### **Charges of the Divisions and the Investments of the Divisions**

For a Managed Division that invests directly or indirectly in its own portfolio of investment assets, charges for investment management fees and charges for other operating expenses of the Division may be assessed as a charge against the Cash Value and the applicable charges will be shown in the Contract Details or will be deducted from the net assets of the applicable Division. For Specialty Divisions investing in investment vehicles and Registered Fund Divisions investing in Registered Funds, the investment vehicles and Registered Funds deduct fees, charges, and expenses for their operations. For each type of Division for which charges or fees reduce net assets, the charges and fees are indirectly reflected in the Cash Value as they reduce the net asset value of the applicable Division. These charges are not deducted by the Company.

### **Premium Taxes or Other Taxes**

We reserve the right to deduct amounts for the premium or other taxes based upon our understanding of the tax imposed under the laws of the State where this Contract is issued. We also reserve the right to deduct any amount of taxes payable to any taxing authority with respect to the investments of the Divisions in computing the Investment Experience Factor.

### **Deduction of Contract Charges and Separate Account Charges**

#### **For Specified Specialty Divisions**

If you have any Cash Value is allocated to a specified Specialty Division, We require you to designate a Charge Deduction Division from which We pay Contract Charges and Separate Account Charges. This requirement applies to the Specialty Divisions specified on the Contract Details. We may also require that you periodically allocate or transfer to the Charge Deduction Division an amount sufficient to pay the Contract Charges and Separate Account Charges for up to two (2) Contract Years.

Periodically, We will estimate the Contract Charges and the Separate Account Charges for the next twenty-four (24) Processing Dates to determine if We will require Cash Value to be transferred to the Charge Deduction Division. If so, We will send notice to you of the amount required to be transferred and request you to specify the Specialty Division or Divisions from which to transfer Cash Value. If you do not give Us instructions, We will automatically transfer the amount from the Cash Value allocated to the Divisions whose investment assets may be liquidated the soonest to satisfy the required amount. If multiple Divisions may be liquidated at the same time, we will transfer the amount pro rata from the applicable Divisions. The transfer to the Charge Deduction Division does not count towards the number of Maximum Allowed Transfers shown on the Contract Details.

If the amount in the Charge Deduction Division is not sufficient to pay the Contract Charges and Separate Account Charges, will deduct the remaining Contract Charges and Separate Account Charges from the Cash Value allocated to the Divisions whose investment assets may be liquidated the soonest to satisfy the required amount. If multiple Divisions may be liquidated at the same time, we will deduct the amount pro rata from the applicable Divisions.

#### **If You Elect a Charge Deduction Division From Which Charges Will Be Applied**

You may elect to designate a Charge Deduction Division from which We will deduct all Contract Charges and Separate Account Charges. If the amount in the Charge Deduction Division is not sufficient to pay the Contract Charges Separate Account Charges, We will deduct the remaining



Contract Charges and Separate Account Charges from the Cash Value allocated to the Divisions whose investment assets may be liquidated the soonest to satisfy the required amount. If multiple Divisions may be liquidated at the same time, we will deduct the amount pro rata from the applicable Divisions.

**If There is No Charge Deduction Division**

If there is no Charge Deduction Division, We deduct: (i) the Contract Charges pro rata from each Division based on the Division Account Value, and (ii) the Separate Account Charges pro rata from each Division based on the Division Account Value.

**Changes to Charges**

We may change the amount of the Premium Charges, Contract Charges, and Separate Account Charges at any time in Our sole discretion, so long as they do not exceed the guaranteed maximum charges shown in the Contract Details. In changing the amount of any Premium Charges, Contract Charges, and Separate Account Charges, We will consider such factors as We deem relevant from time to time. If charges are increased, you may need to make additional premium payments to keep your Contract in force.

Some Registered Funds and investment vehicles may make redemption payments, in whole or in part, by a distribution of investment assets in lieu of cash. In the event investment assets are distributed, all costs, fees and expenses that We incur in connection with the receipt, custody and disposition of such investment assets, including advisory fees, brokerage fees and expenses We incur in selling the distributed assets, will be assessed against and reduce the unit value of the units being redeemed.

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## **TRANSFERS**

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While this Contract is In Effect, you may transfer all or part of the Cash Value among the Divisions subject to the conditions set forth below.

**TRANSFERS FROM THE REGISTERED FUND DIVISIONS AND MANAGED DIVISIONS**

You may transfer the Cash Value allocated to any Registered Fund Division or Managed Division, subject to the following conditions:

1. Transfers are permitted each Eligible Transfer Day. All transfers that occur on the same Valuation Date will be considered one transfer.
2. The transfer must be for at least the Minimum Transfer Amount shown in the Contract Details or, if smaller, the remaining Division Account Value.
3. If after the transfer, the Division Account Value from which the transfer is being requested would be less than the Minimum Remaining Division Account Value shown in the Contract Details, then the entire Division Account Value must be transferred.
4. A transfer between or among Registered Fund Divisions and Managed Divisions will be processed as of the Valuation Date We receive your transfer request in Good Order except as set forth in General Terms – Our Right to Delay.
5. A transfer from a Registered Fund Division or a Managed Division to a Specialty Division will be processed as set forth in Contract Transactions Involving a Specialty Division – Allocations and Transfers Into a Specialty Division.

**TRANSFERS FROM A SPECIALTY DIVISION**

You may transfer the Cash Value allocated to a Specialty Division to a Registered Fund Division or a Managed Division or another Specialty Division, subject to the requirements of the Specialty Division.

The transfer from a Specialty Division will be processed as set forth in Contract Transactions Involving a Specialty Division – Transfers From a Specialty Division.

#### **CHANGE TO TRANSFERS CONDITIONS**

We reserve the right, after giving written notice to you, to terminate, suspend or modify the transfer conditions described above. Once you have submitted a transfer request in Good Order, We will not change the transfer conditions applicable to your request.

#### **TRANSFER REQUEST**

Any transfer request must be in Good Order before We will process the request.

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## **SURRENDERS**

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Before the Annuity Date, you may surrender this Contract at any time while this Contract is In Effect. If We determine that you have ceased to be a Qualified Person, We may require that you surrender your Contract. A written request for the surrender must be received by Us in Good Order.

If you surrender your Contract, We will pay the Cash Surrender Value. Upon final payment of the Cash Surrender Value, this Contract terminates.

Generally, We pay the Cash Value allocated to a Registered Fund Division or a Managed Division within seven (7) Business Days after the effective date of the surrender subject to our right to delay payment as set forth in General Terms – Our Right to Delay. If We take longer than seven Business Days, interest at the rate required by the state in which this Contract is issued will be payable after the seventh (7<sup>th</sup>) Business Day to the date payment is made.

We will defer the determination, processing, and payment of the Cash Surrender Value for: (i) any part of the Cash Value allocated to a Specialty Division as set forth in Contract Transactions Involving a Specialty Division – Full Redemption of Cash Value Allocated to a Specialty Division and in General Terms – Our Right to Delay, and (ii) if any Cash Value is allocated to a Registered Fund Division and the Registered Fund distributes any investment assets as part of the redemption, as set forth in Separate Account – Valuation of Division Assets, Values – Changes to Charges, and General Terms – Our Right to Delay. After Our receipt of the liquidation cash proceeds for the applicable redemption, or the liquidation of any investment assets, as may apply, interest at the rate required by the state in which this Contract is issued will be payable after the seventh (7<sup>th</sup>) Business Day to the date payment is made.

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## **PARTIAL WITHDRAWALS**

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After the first Contract Anniversary and while this Contract is In Effect, you may withdraw Cash Value from your Contract in an amount equal to at least the Minimum Partial Withdrawal Amount. If after the partial withdrawal, the Division Account Value from which the transfer is being requested would be less than the Minimum Remaining Division Account Value shown in the Contract Details, then the entire Division Account Value must be withdrawn. Requests for a partial withdrawal are subject to the Maximum Allowed Partial Withdrawals. If We determine that you have ceased to be a Qualified Person, We may require that you take withdrawals of any Cash Value allocated to the Specialty Divisions.

A written request for the partial withdrawal must be received by Us in Good Order. Your written request must specify the Divisions from which the partial withdrawal will be taken. We may require that a partial withdrawal be taken first from the Cash Value allocated to Registered Fund Divisions or Managed Divisions.

We may process a partial withdrawal in parts on multiple days. For any part of a partial withdrawal being taken from Registered Fund Divisions or Managed Divisions, the partial withdrawal will be effective as of the Valuation Date the request is received by Us in Good Order. For any part of a partial withdrawal

being taken from any Specialty Division, the partial withdrawal will be processed and effective as set forth in Contract Transactions Involving a Specialty Division – Partial Withdrawals From a Specialty Division.

Generally, We will pay the part of the partial withdrawal that has been processed within seven Business Days after its effective date. After We have processed the partial withdrawal, We have the right to delay the payment as set forth in General Terms – Our Right to Delay.

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## **CONTRACT TRANSACTIONS INVOLVING A SPECIALTY DIVISION**

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Each Specialty Division may have restrictions on purchases and redemptions of its interests in underlying investment vehicles or investment assets. In addition, some underlying investment vehicles may make redemption payments in whole or in part, by a distribution of investment assets to Us in lieu of cash. For these reasons, Contract transactions involving a Specialty Division are subject to certain limits and conditions which must be met before any transaction is processed or payment is made. The operation of these limits and conditions is described below and specific parameters for the requirements for each Specialty Division are shown in the Schedule for the Specialty Division, which may be changed from time to time. In connection with any change, We will amend the Schedule for the Specialty Division and issue the new Schedule to you.

### **ALLOCATIONS AND TRANSFERS INTO A SPECIALTY DIVISION**

A Specialty Division's purchase of interests in underlying investment vehicles may (i) require prior notice to the investment vehicle and (ii) be only permitted on certain dates. To meet the requirements of the investment vehicle, allocations of Net Premiums and transfers into a Specialty Division will only be made:

1. If We receive in Good Order your request to allocate Net Premiums or to transfer to the Specialty Division no later than the Specialty Division's Purchase Notice Date.
2. If We receive in Good Order the Net Premiums, or the transfer proceeds from the Division from which the transfer is requested, no later than the Specialty Division's Purchase Funding Date that occurs after the Purchase Notice Date.
3. On the Purchase Date following the Purchase Notice Date, or on the date that the investment vehicle accepts the purchase payment, whichever occurs later.
4. If you are a Qualified Person at the time of the allocation or transfer.

We will process the allocation of Net Premiums or transfer into a Specialty Division as of the Valuation Date that these conditions are met for the allocation or transfer.

If We receive in Good Order the Net Premiums or transfer proceeds from another Specialty Division before the purchase of interests in the investment vehicle can be made, these amounts will be allocated to the Money Market Division until such time as the purchase of interests can be made.

In addition, due to the limited liquidity of the Specialty Division, We may limit the amount of Net Premiums that may be allocated to any Specialty Division and may require that Net Premiums be allocated to a Registered Fund Division or to a Managed Division.

### **TRANSFERS FROM A SPECIALTY DIVISION**

#### **Full Transfers**

A Specialty Division's redemption of interests in the underlying investment vehicles or investment assets in connection with a full transfer from the Specialty Division may (i) require prior notice to the underlying investment vehicle; (ii) be only permitted on certain dates; (iii) require multiple transfers over time, and (iv) in some cases may be made, in whole or in part, by a distribution of investment assets to Us in lieu of cash. Moreover, the value to be received from a Specialty Division redemption may not be known until the Full Redemption Final Payment Date or if later, the date on which the Specialty Division's interests in underlying investment vehicles and investment assets applicable to the transfer have been fully liquidated and cash proceeds are available.

We will determine the Cash Value allocated to each Specialty Division from which a full transfer is requested as follows:

1. The preliminary Division Account Value for the Specialty Division will be determined as of the applicable Full Redemption Initial Payment Date and based upon the amount reported to Us.
2. The final Division Account Value for the Specialty Division will be determined based upon the liquidation cash proceeds as of (i) the applicable Full Redemption Final Payment Date or (ii) the date on which the Specialty Division's interests in underlying investment vehicles and investment assets applicable to the transfer have been fully liquidated and cash proceeds are available, whichever is later.

We will process the transfer for each Specialty Division as follows:

1. We must receive in Good Order the request no later than the Full Redemption Notice Date for the applicable Full Redemption Date.
2. Full Redemption Initial Payment Amount will be processed effective as of the first Valuation Date occurring on or after (i) the Full Redemption Initial Payment Date or (ii) the date on which We receive the liquidation cash proceeds of the redemption payment, whichever is later.
3. The Full Redemption Final Payment Amount will be processed effective as of the first Valuation Date occurring on or after (i) the Full Redemption Final Payment date or (ii) the date on which the Specialty Division's interest in the underlying investment vehicles and investment assets applicable to the transfer have been fully liquidated and liquidation cash proceeds are available, whichever is later.

A transfer to a Registered Fund Division or to a Managed Division will be processed as of the same Valuation Date We process the transfer from the Specialty Division. A transfer to a Specialty Division will be processed as set forth in Contract Transactions Involving a Specialty Division – Allocations and Transfers Into a Specialty Division.

#### **Partial Transfers**

A Specialty Division's redemption of interests in an underlying investment vehicle or investment assets in connection with a transfer other than a full transfer of the Cash Value from the Specialty Division may (i) require prior notice to an investment vehicle; (ii) be only permitted on certain dates; and (iii) be limited in amount. To meet the requirements of the Specialty Division, transfers from a Specialty Division will only be made:

1. If the amount you request for a transfer is no more than the Specialty Division's Partial Redemption Maximum Amount. If the amount of the transfer would result in the remaining Cash Value allocated to the Specialty Division to be less than the Specialty Division Minimum Balance, We may require that you request a full transfer or reduce your transfer request.
2. If We receive in Good Order your request for a transfer from the Specialty Division no later than the Specialty Division's Partial Redemption Notice Date.
3. On the Partial Redemption Payment Date, or as of the date on which the liquidation cash proceeds from the liquidation of the Specialty Divisions' interests in the underlying investment vehicle(s) or investment assets are available, whichever occurs later.

We will process the transfer from a Specialty Division effective as of the Valuation Date that these conditions are met for the Specialty Division. The transfer to a Registered Fund Division or to a Managed Division will be processed as of the same Valuation Date We process the transfer from the Specialty Division. The transfer to a Specialty Division will be processed as set forth in Contract Transactions Involving a Specialty Division – Allocations and Transfers Into a Specialty Division.

#### **PARTIAL WITHDRAWALS FROM A SPECIALTY DIVISION**

A Specialty Division's redemption of interests in an underlying investment vehicle or investment assets may (i) require prior notice to an investment vehicle, (ii) be only permitted on certain dates, and (iii) be limited in amount. The partial withdrawal from each Specialty Division will only be made:

1. If the amount of the partial withdrawal to be taken from the Specialty Division is at least equal to the Minimum Partial Withdrawal Amount and no more than the Specialty Division's Partial Redemption Maximum Amount.
2. If We receive in Good Order your request for a partial withdrawal to be taken from the Specialty Division no later than the Specialty Division's Partial Redemption Notice Date.

3. On the Partial Redemption Payment Date, or as of the date on which the liquidation cash proceeds from the liquidation of the Specialty Division's interests in the underlying investment vehicle(s) or investment assets are available, whichever occurs later.

We will process the partial withdrawal from a Specialty Division effective as of the Valuation Date that these conditions are met for the Specialty Division.

#### **FULL REDEMPTION OF CASH VALUE ALLOCATED TO A SPECIALTY DIVISION**

A full redemption of a Specialty Division's interests in an underlying investment vehicle or investment assets will be made in connection with a surrender, when there is an Exchange of this Contract, when the Death Proceeds are payable, and when Annuity Benefits are payable. The full redemption may (i) require prior notice to the investment vehicle, (ii) be only permitted on certain dates, (iii) require multiple payments over time, and (iv) in some cases be made in whole or in part, by a distribution of investment assets to Us in lieu of cash. Moreover, the value to be received upon redemption may not be known until the Full Redemption Final Payment Date or Death Benefit Redemption Final Payment Date, as applicable, or if later, the date on which the Specialty Division's interest in the underlying investment vehicle(s) or investment assets applicable to the redemption payment, have been fully liquidated and liquidation cash proceeds are available.

We will determine the Cash Value allocated to each Specialty Division as follows:

1. The preliminary Division Account Value for the Specialty Division will be determined as of the applicable Full Redemption Initial Payment Date or the Death Benefit Redemption Date, as applicable and based upon the amount reported to Us.
2. The final Division Account Value for the Specialty Division will be based upon the liquidation cash proceeds received by Us and determined as of (i) the applicable Full Redemption Final Payment Date or Death Benefit Redemption Final Payment Date, as applicable, or (ii) the date on which the Specialty Division's interests in the underlying investment vehicle(s) and investment assets applicable to the redemption payment, have been fully liquidated and liquidation cash proceeds are available, whichever is later.

For the Cash Value allocated to a Specialty Division, We will process the full redemption as follows:

1. If the redemption is:
  - a. For a surrender or an Exchange of this Contract request, We must receive in Good Order the request no later than the Full Redemption Notice Date for the applicable Full Redemption Date.
  - b. Because Death Proceeds are payable, We will begin processing the redemption following Our receipt in Good Order of Due Proof of Death.
  - c. Because Annuity Benefits are payable, We will begin processing the redemption so that We would receive the Full Redemption Final Payment Amount prior to the Annuity Date.
2. The Full Redemption Initial Payment Amount received by Us will be:
  - a. For a surrender, paid within seven Business Days.
  - b. For the redemption because of an Exchange of this Contract, transferred to the Money Market Division.
  - c. For the redemption because Annuity Benefits are payable, transferred to the Money Market Division.
3. The Full Redemption Final Payment Amount or the Death Benefit Redemption Final Payment Amount received by Us will be:
  - a. For a surrender, paid within seven Business Days.
  - b. For the redemption because of an Exchange of this Contract, along with the amount held in the Money Market Division, applied to the new annuity within seven Business Days.
  - c. For the redemption because Death Proceeds are payable, along with the amount held in the Money Market Division, distributed according to the instructions received from the Beneficiary within seven Business Days.

- d. For the redemption because Annuity Benefits are payable, along with the amount held in the Money Market Division, applied to effect the Annuity Benefit option selected as of the Annuity Date.

During the redemption period while any Cash Value is allocated to any Specialty Division, the Division Account Value for each Specialty Division is subject to the investment experience of the Specialty Division and may be subject to the Separate Account Charges, and may increase or decrease in amount.

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## **ANNUITY BENEFITS**

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If this Contract is In Effect on the Annuity Date, the Cash Surrender Value will be applied under the Annuity Benefit option selected by you. If any portion of the Cash Value is allocated to any Specialty Division, prior to the Annuity Date We will redeem the applicable Specialty Division's interest in the underlying investment vehicle(s) and investment assets as set forth in Contract Transactions Involving a Specialty Division – Full Redemption of Cash Value Allocated to a Specialty Division. On the Annuity Date, all Cash Surrender Value will be transferred to our General Account. Annuity Benefits will be made on a fixed basis only for Annuity Benefit options 1, 3, 4, and 5.

### **ANNUITANT AND CONTINGENT ANNUITANT**

The Annuitant is named in the Contract Details. If the Owner is a natural person and is not named as the Annuitant, the Owner may also designate a natural person to be the Contingent Annuitant, who becomes the Annuitant in the event of the death of the Annuitant prior to the Annuity Date. If the Contingent Annuitant dies before or within ten days after the death of the Annuitant, the Contingent Annuitant will not become the Annuitant. If the Owner is a natural person and is not named as the Annuitant, and if no Contingent Annuitant is named, upon the death of the Annuitant the Owner becomes the Annuitant. If the Owner is an entity, no Contingent Annuitant may be named and no change in the Annuitant is permitted.

If the Owner is a natural person, as long as the Owner is alive, the Owner may change the Annuitant prior to the Annuity Date. We must receive written notice of any change in Good Order. The change will take effect on the date the notice is signed by you unless you otherwise specify. However, the change will not affect any payment made or action taken by Us before We receive your written notice of the change in Good Order. We are not responsible for any tax consequences resulting from the change.

The Annuitant may change if this Contract is continued as set forth in Death Provisions - Continuation of the Contract if Death Occurs Before the Annuity Date and the Annuitant is not living, the spouse shall become the Annuitant.

### **ANNUITY DATE**

The Annuity Date may be selected by you. It is shown in the Contract Details. The Annuity Date must be after the first Contract Anniversary. The Annuity Date may not be later than the Latest Annuity Date shown in the Contract Details. If no Annuity Date is selected, it will be the latest Annuity Date shown in the Contract Details.

Prior to the Annuity Date, you may change the Annuity Date by written request. Any requested change: (i) must not be later than the Latest Annuity Date; and (ii) if any Cash Value is allocated to any Specialty Division, must provide Us sufficient time so that We can effect a full redemption and liquidation of the Cash Value allocated to all Specialty Divisions by your requested Annuity Date.

### **ELECTION OF ANNUITY BENEFIT OPTION**

While the Annuitant is living, you may make an election of a single Annuity Benefit option that applies on the Annuity Date. If an Annuity Benefit option is not elected on or before the Annuity Date, we will apply the Cash Surrender Value to Annuity Benefit option 4 with a guaranteed minimum payment of 10 years. An Annuity Benefit option cannot be changed once Annuity Benefits begin.

To the extent permitted under the Death Provisions – Payment of Death Proceeds – Distribution Rules, the Beneficiary may elect to have the Death Proceeds paid under an Annuity Benefit option.

In connection with electing an Annuity Benefit option you, or the Beneficiary, must also elect a frequency for the payment. Payments may be monthly, quarterly, semiannually or annually. The payment schedule selected must not result in the Annuity Benefit that is less than the Minimum Periodic Payment. In such case, We will make payments less frequently. A written request for the election of an Annuity Benefit option must be received by Us in Good Order and the Contract must be surrendered to us. We will issue a supplementary agreement agreeing to make Annuity Benefit payments to the Payee.

For any Annuity Benefit options 3, 4 and 5, We will require the birth date and sex of the person on whose life the annuity depends before any Annuity Benefits will be paid. We may also require proof that the person is still living while any Annuity Benefit is payable.

#### **ANNUITY BENEFIT OPTIONS**

If the Payee is not a natural person, only Annuity Benefit options 1 and 2 are available.

**Option 1 – Fixed Installment Annuity:** We will make equal payments for a fixed number of installments. Payments must be made for at least 5 years, but not more than 30 years.

**Option 2 – Optional Method:** We will make payments according to a fixed schedule providing for equal or varied amounts, as We may agree.

**Option 3 – Life Annuity:** We will make equal payments while the Annuitant, or if Death Proceeds are applied to this Annuity Benefit option, the Beneficiary, is alive. Once the Annuitant or Beneficiary dies, no further payments will be made. We will require satisfactory evidence of the Age of the Annuitant or Beneficiary before We make any payment under this Annuity Benefit option. The amount of the payment is determined by Annuitant or Beneficiary's sex and Age on the birthday nearest the date the first installment is due.

**Option 4 – Life Annuity with a 5 or 10 Year Period Certain:** We will make equal payments for a guaranteed period of five years or ten years and thereafter while the Annuitant, or if Death Proceeds are applied to this Annuity Benefit option, the Beneficiary, is alive. We will require satisfactory evidence of the Age of the Annuitant or Beneficiary before We make any payment under this Annuity Benefit option. The amount of the payment is determined by guaranteed period selected and the Annuitant or Beneficiary's sex and Age on the birthday nearest the date the first installment is due.

**Option 5 – Joint and Survivor Life Annuity with a Ten-Year Period Certain:** We will make equal payments for a guaranteed period of ten years and thereafter while either of the two specified persons is alive. We will require satisfactory evidence of the Age of both persons before we make any payment under this option. The amount of the payment is based upon the sex and Age of each person on their respective birth dates nearest the date the first payment becomes payable.

Guaranteed minimum monthly income payments for Annuity Benefit options 1, 3 and 4 are shown in the Contract Details. Current Annuity rates for single premium immediate annuity contracts issued by the Company on the Annuity Date to the same class of annuitants as the Payee will be used if they produce payments greater than the guaranteed payments. Guaranteed payments are determined using 0% interest and, where mortality is involved, the 2000 individual annuity mortality table projected generationally with scale G using an Annuity Date of January 1, 2010. In using this mortality table, Ages will be reduced by one year for Annuity Dates occurring in the decade 2015-2024, reduced by two years for Annuity Dates occurring in the decade 2025-2034, and so on. The minimum monthly income payments shown in the Contract Details reflect guaranteed rates of mortality for Annuity Dates occurring in the decade 2005-2014. Thus, for Annuity Dates occurring in the decade 2015-2024, the term adjusted age as used in the Contract Details means actual Age on the birthday nearest the date the first installment is due less one year. Adjusted age shall mean actual Age on the birthday nearest the date the first installment is due less two years for Annuity Dates occurring in the decade 2025-2034, and so on.

#### **DISBURSEMENT OF FUNDS UPON DEATH OF PAYEE**

If the Payee dies before all Annuity Benefits are paid and after We receive Due Proof of the Payee's death, We will pay each remaining unpaid installment, if any, as they are due to the person named by you or the Payee. When an Annuity Benefit option is elected, you or the Payee must name the person to receive any unpaid installments following the Payee's death.

#### **PROTECTION OF BENEFITS**

Unless otherwise provided in the supplementary agreement, the Payee may not commute, anticipate, assign, alienate or otherwise hinder the receipt of any payment.

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### **DEATH PROVISIONS**

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While this Contract is In Effect and before the Annuity Date, the Death Proceeds become payable to the Beneficiary in the event of any of the following:

1. If the Owner is a natural person, the death of the Owner.
2. The death of the Joint Owner.
3. If the Owner is an entity, the death of the Annuitant.

#### **DEATH PROCEEDS**

The Death Proceeds equal the Cash Surrender Value. In the event of the death, prior to the Annuity Date, of an Owner, Joint Owner or the death of the Annuitant if the Contract is owned by an entity, the Death Proceeds are payable while this Contract is In Effect, We will evaluate the claim following Our receipt in Good Order of Due Proof of Death. Once the claim is approved, We will begin to transfer all of the Division Account Value to the Money Market Division. If any Cash Value is allocated to any Specialty Division, We will redeem the applicable Specialty Division's interest in the underlying investment vehicles and investment assets as set forth in Contract Transactions Involving a Specialty Division – Full Redemption of Cash Value Allocated to a Specialty Division. If any Cash Value is allocated to a Registered Fund Division, and the Registered Fund distributes any investment assets, following the sale of such investment assets, we will transfer the liquidation cash proceeds to the Money Market Division. The amount of the Death Proceeds will be determined as of the date all Cash Value has been transferred to the Money Market Division. We reserve the right to delay the determination of the Cash Surrender Value as set forth in General Terms – Our Right to Delay.

#### **PAYMENT OF DEATH PROCEEDS – DISTRIBUTION RULES**

In connection with the receipt of the Due Proof of Death:

1. this Contract may be continued under Continuation of the Contract if Death Occurs Before the Annuity Date, or
2. the Beneficiary may elect to apply the Death Proceeds to an Annuity Benefit option.

If the Contract is not continued or an Annuity Benefit option is not elected by the Beneficiary, payment of the Death Proceeds in one or more payments must be made within five years after the death of the Owner or Joint Owner, or if the Owner is not an individual, death of the Annuitant.

If the Beneficiary elects to have the Death Proceeds applied to one of the Annuity Benefit options, under the Annuity Benefit option selected, the Death Proceeds with any interest shall be paid within 5 years after the death of the Owner or Joint Owner, or if the Owner is not a natural person, death of the Annuitant, except as provided below.

Subject to the limits and conditions of the Specialty Divisions, the Beneficiary may elect to apply Death Proceeds to an Annuity Benefit option for which Annuity Benefits are payable for a period longer than five years, if:

1. The Beneficiary is a natural person;



2. Payments are made over the life of the Beneficiary or over a period not exceeding the life expectancy of the Beneficiary; and
3. Annuity Benefits begin within one year of the death.

An election to apply the Death Proceeds to one of the Annuity Benefit options must be made within 60 days of Our receipt of Due Proof of Death. If We do not receive the election within this time frame, the Death Proceeds will be paid as in one or more payments over a period of no more than five years.

Interest at the rate required by the state in which this Contract is issued will be payable from the date all Cash Value has been transferred to the Money Market Division to the date payment or application to an Annuity Benefit option is made.

#### **CONTINUATION OF THE CONTRACT IF DEATH OCCURS BEFORE THE ANNUITY DATE**

If the sole Beneficiary is:

1. The spouse of the deceased Owner or Joint Owner or;
2. If the Owner is a not a natural person, the spouse of the deceased Annuitant;

and the Owner, Joint Owner, or Annuitant dies before the Annuity Date, the surviving spouse shall become the sole Owner of this Contract. He or she may elect to (1) keep this Contract in force until the earlier of (a) his or her death or (b) the Annuity Date; or (2) receive the amount payable upon death as described above. The election to continue the Contract may only be made once.

#### **DEATH ON OR AFTER THE ANNUITY DATE**

If the Owner, Joint Owner, Payee or Annuitant dies on or after the Annuity Date, We will pay each remaining unpaid installment, if any, at least as rapidly as under the method of distributions being used as of the date of death.

#### **COMPLIANCE WITH FEDERAL INCOME TAX LAWS**

All Death Proceeds will be paid within the timeframes specified in this Death Provisions section. We will not delay payments of Death Proceeds with respect to the Cash Surrender Value allocated to the Specialty Divisions beyond these timeframes. This Contract is intended to comply with the provisions of Section 72(s) of the Internal Revenue Code, or any successor provision. This Contract also is intended to comply with any other provision We deem necessary, in Our sole judgment, to qualify this Contract as an annuity contract under the federal tax laws. The application of the distribution rules will be made in accordance with Section 72(s), or any successor provision, as interpreted by Us in Our sole judgment. To the extent necessary to comply with Section 72(s) or any successor provision, the term Annuity Date as used in this Death Provisions section of the Contract shall have the same meaning as the term "annuity starting date" in Section 72(c)(4) of the Internal Revenue Code and Section 1.72-4(b) of the regulations thereunder.

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## **TERMINATION**

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#### **TERMINATION OF THIS CONTRACT**

This Contract will terminate on the earliest of the following dates:

1. The effective date of a surrender after the date We receive, in Good Order, a written request from you to surrender this Contract.
2. The date that the Cash Value is insufficient to pay the Contract Charges and Separate Account Charges.

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## **GENERAL TERMS**

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### **ENTIRE CONTRACT**

This Contract, including any attached rider, endorsement, amendment, the attached application, and any supplemental applications used to apply for amendments to the Contract subsequent to issue, constitutes the entire contract between you and Us. Any supplemental applications will be attached to or endorsed upon this Contract. All statements made by you or the Annuitant will be deemed representations and not warranties unless fraud is involved. Subject to the incontestability provision, no such statement will be used in any contest unless it is contained in the application(s) signed by you or in a written instrument signed by you or the Annuitant, a copy of which has been furnished to you, the Annuitant, or the Beneficiary.

### **AUTHORITY TO CHANGE**

Only the President, Vice President, Secretary, or Assistant Secretary of the Company can change, modify or waive, in writing, any terms of this Contract.

### **NON-PARTICIPATING**

This Contract does not participate in Our divisible surplus.

### **INCONTESTABILITY**

This Contract will not be contested after it has been In Effect for two years from the Issue Date, except if there is any fraud in the procurement of this Contract. In such case We reserve the right to contest the validity of this Contract to the fullest extent permitted by applicable law.

### **MISSTATEMENT OF AGE OR SEX**

If the Age and/or sex of the Annuitant is misstated, We will adjust future amounts payable under this Contract to the amount payable using the correct Age and/or sex. If annuity payments have begun, the amount payable will be increased or decreased by any over or under payment previously made. Any adjustment will include interest at the same rate shown in the tables for Annuity Benefits from the date of the incorrect payment to the date the adjustment is made.

### **REPORTS**

We will send you, at least annually and without charge, at your last known address, a report showing the status of your Contract. The report will provide current information as of a date not more than four months prior to the date We send the report to you. The report will contain at least the following information:

1. The beginning and end dates of the current report period.
2. The Cash Value and Cash Surrender Value, if any, at the beginning of the current report period and at the end of the current report period.
3. The amounts that have been credited or debited to the Cash Value during the current report period.
4. A statement that the determination and payment of the Cash Value, and Cash Surrender Value, and the payment of the Death Proceeds may be deferred as described in this Contract.
5. Any other information required by state or federal law.

You may request additional reports and We may charge an Additional Contract Report Fee, shown in the Contract Details for the additional report.

### **CONFORMITY WITH STATE LAW**

This Contract was approved under the authority of the laws of the state where the Contract is issued. Any provision of this Contract that on the provision's effective date is in conflict with the laws of the state where the Contract is issued is hereby amended to conform to the minimum requirements of such laws for this product type as of the provision's effective date. In addition, We reserve the right to make changes to this Contract, or its riders, or to make distributions, to continue to qualify this Contract as an annuity

contract under the federal tax law and rules and rulings interpreting the tax laws. We will give you advance written notice of such change.

#### **OUR RIGHT TO DELAY**

We process Contract transactions at the end of the Valuation Period that (i) We receive the request in Good Order and (ii) the requirements for the transaction to be processed have been met.

We may defer the processing or payment of the Death Proceeds, the Cash Surrender Value, a partial withdrawal, a transfer, or the Exchange of the Contract in the event of any of the following:

1. For a period not to exceed six months after the requirements to process the transaction have been met.
2. When the New York Stock Exchange is closed.
3. When trading in the markets is restricted.
4. When the Securities and Exchange Commission determines that an emergency exists, so that We cannot liquidate assets of the Division or determine the net asset value of the Division, or such other condition exists that makes the payment impractical.
5. When a Registered Fund or investment vehicle delays redemption payments or pays redemptions in whole or in part by a distribution of investment assets to Us in lieu of cash, as set forth in Separate Account – Valuation of Division Assets and Values – Changes to Charges.

For transactions involving Cash Value allocated to any Specialty Division, there will be delays in the effectiveness, determinations, processing, and payments, as may apply, to conform to the requirements of the underlying investment vehicle(s) as set forth in Contract Transactions Involving a Specialty Division.

During any delay period while any Cash Value is allocated to any Division, the Cash Surrender Value attributed to each Division is subject to the investment experience of the Division and to the Separate Account Charges, and may increase or decrease in amount.

#### **CHANGE IN PREMIUM OR OTHER STATE AND LOCAL TAXES**

Following the effective date of any tax law, or change to any such law applicable to this Contract, We have the right to change the charges due under this Contract for payment of such premium taxes or other state and local taxes. The amount of such change will be determined by the amount of changes in the tax imposed.

#### **TAX WITHHOLDING**

We reserve the right to withhold from any amounts payable under this Contract amounts required to be withheld for taxes.

#### **CREDITORS**

The proceeds of this Contract, as well as any payment under an Annuity Benefit option, will be exempt from the claim of creditors and from legal process to the extent permitted by law.

### **Individual Flexible Premium Variable Annuity Contract**

Premiums are payable before the Annuity Date or surrender of this Contract. Additional premium payments may be permitted.

Non-Participating.

This Contract is a legal contract between the Owner and the Company.

READ THIS CONTRACT CAREFULLY.



# Private Placement Individual Flexible Premium Variable Annuity Application

## Zurich American Life Insurance Company

Administrative Office  
7045 College Boulevard  
Overland Park, KS 66211-1523

### 1. Owner

First Name/Name of Trust MI Last Name  
Address Line 1  
Address Line 2  
Zip or Postal Code Country  
Home Telephone Number Social Security/Tax I.D. Number  
☐ Male ☐ Female DOB/Trust Day: (mm/dd/yyyy)  
Drivers License Number/State Expiration Date

### Joint Owner

Address Line 1  
Address Line 2  
Zip or Postal Code Country  
Home Telephone Number Social Security/Tax I.D. Number  
☐ Male ☐ Female DOB/Trust Day: (mm/dd/yyyy)  
Drivers License Number/State Expiration Date

### 3. Beneficiary

Primary (If Joint Owners, write "Surviving Owner" here)	%	Relationship to Owner
Primary	%	Relationship to Owner
Primary	%	Relationship to Owner
Primary	%	Relationship to Owner
Contingent	%	Relationship to Owner
Contingent	%	Relationship to Owner

For additional beneficiaries, please use Section 9  
Please make sure percentages total 100%

### 2. Annuitant

First Name MI Last Name  
Address Line 1  
Address Line 2  
Zip or Postal Code Country  
Home Telephone Number Social Security/Tax I.D. Number  
☐ Male ☐ Female DOB: (mm/dd/yyyy)

### Contingent Annuitant

Address Line 1  
Address Line 2  
Zip or Postal Code Country  
Home Telephone Number Social Security/Tax I.D. Number  
☐ Male ☐ Female DOB: (mm/dd/yyyy)

### 4. Initial Payment

Initial payment USD \$  
Please make check or other method of payment payable to  
Zurich American Life Insurance Company.

#### Plan Type:

- ☐ Non-qualified  
☐ 1035 Exchange

## 5. Allocation of Payments (Total of all Allocations must equal 100%)

### 1). Non-Specialty Divisions:

#### a. Registered Fund Divisions:

%

%

%

%

%

%

%

%

%

%

#### b. Other Divisions:

%

%

%

%

%

### 2). Specialty Divisions:

%

%

%

%

%

Please make sure all allocations total 100%

Designated Non-Specialty Division for Estimated Contract Fees and Charges \_\_\_\_\_

**Note:** If any Cash Value is allocated to a Specialty Division, you must designate a Non-Specialty Division for the deduction of charges.

## 6. Replacement

☐ Yes ☐ No

**Do you have any existing annuity contracts or life insurance policies?**

☐ Yes ☐ No

Will any existing life insurance or annuity be replaced or will values from another insurance policy or annuity (through loans, surrenders or otherwise) be used to pay premiums for the annuity applied for?

**If "Yes," please indicate**

Company Name \_\_\_\_\_

Policy Number \_\_\_\_\_

## 7. Annuity Date

I elect to have annuitization payments begin:

Please enter date \_\_\_\_\_.  
(MM, DD, YYYY)

**Latest Annuity Date: Contract Anniversary on or after Annuitant's 100th Birthday.**

## 8. Acknowledgements, Understandings and Representations

I (We) acknowledge, understand and represent that:

(a) All statements are true and correct to the best of my (our) knowledge and belief and are the basis for any Contract issued by the Company. No information about the Owner(s) will be considered to have been given to the Company unless it is stated in this application.

(b) I (We) meet the requirements of (1) an accredited investor as defined by the Securities Act of 1933 and (2) a qualified purchaser as defined by the Investment Company Act of 1940.

(c) I (We) have received and read the Private Placement Memorandum for the Contract, including, without limitation, the description of the Separate Account and its Divisions, and the descriptions relating to restrictions and conditions on Cash Value allocated to Specialty Division(s).

(d) I (We) have concluded, in consultation with professional advisers of my (our) choosing, including tax counsel, that the Contract is suitable for my (our) life insurance and long-term investment needs and purposes.

(e) I (We) have had an opportunity to ask questions of and obtain additional information from Zurich American Life Insurance Company to assess the merits and risks of the Contract and of investing in any of the Divisions of the Separate Account, including, without limitation, any Specialty Division(s). **The contract values that are based on the Separate Account assets are not guaranteed and will decrease or increase with investment experience.**

(f) I (We) have not received from Zurich American Life Insurance Company or its affiliates, or its or their directors, officers, employees, agents, accountants, counsel or other professional advisers, any accounting, investment, tax, or legal advice in connection with the purchase of the Contract, and, further, none of the foregoing have made or makes any representation, warranty or otherwise as to the accounting, investment, tax or legal treatment or effect of the Contract.

(g) Using my (our) own judgment or guidance from professional advisers of my (our) choosing, I (we) have made an independent determination of whether to purchase the Contract and to allocate Net Premium to the Divisions, including, without limitation, the Specialty Division(s). I am (we are) not relying on any statement made by Zurich American Life Insurance Company or its affiliates, or its or their directors, officers, employees, agents, accountants, counsel or other professional advisers, as a recommendation to purchase the Contract or to allocate to any Division or otherwise, or as to legal, accounting, investment or tax advice. In addition, no assurances have been made regarding legal, accounting, investment or tax treatment of the Contract. Further, I (we) acknowledge that the rules, laws and regulations governing the legal, accounting, investment or tax treatment of the Contract are subject to modification which may result in different legal, accounting, investment or tax treatment of the Contract or may otherwise affect the Contract or any Divisions of the Separate Account.

(h) I (We) have consulted with professional advisers of my (our) choosing, including tax counsel, and understand that there is no specific guidance available from the Internal Revenue Service with respect to the Specialty Division(s). I (We) further acknowledge that no representations or assurances have been made to me (us) that the tax laws, rules and regulations, will not be amended or modified in the future in a manner that may materially and adversely affect the tax consequences of purchasing and owning the Contract.

(i) No registered representative has the Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of the application, Contract or receipt, as applicable.

(j) The Company will have no liability until:

1. A Contract is issued on this application and delivered to and accepted by the Owner; and
2. The first premium due is paid in full while each proposed Owner and annuitant is alive.

(k) Under penalties of perjury, I, as Owner, certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) The IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other US person.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

## 9. Remarks

## 10. Signatures

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

\_\_\_\_\_  
Signature of Owner\*

\_\_\_\_\_  
Signature of Joint Owner

\_\_\_\_\_  
Signed At: (City/State)

\_\_\_\_\_  
(MM/DD/YYYY)

\* If a corporation, the signature and title of any authorized representative is required. If a trust, all required trustees must sign according to the trust agreement.

## 11. Registered Representative/Dealer Information

☐ Yes ☐ No Does the Owner have any existing annuity contracts or life insurance policies?

☐ Yes ☐ No To the best of your knowledge, will any existing life insurance or annuity be replaced or will values from another insurance policy or annuity (through loans, surrenders or otherwise) be used to pay premiums for the policy applied for? (Attached replacement forms if required)

I certify that the information provided by the Owner has been accurately recorded; A Private Placement Memorandum was delivered; no written sales materials other than those approved by the Principal Office were used; and I have reasonable grounds to believe the purchase of the Contract applied for is suitable for the Owner. Suitability information has been obtained and filed with the broker/dealer.

\_\_\_\_\_  
Signature of Registered Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Representative CRD Number

\_\_\_\_\_  
Printed Name of Registered Representative

\_\_\_\_\_  
B/D Client Account Number  
(Optional)

\_\_\_\_\_  
Printed Name of Broker/Dealer

\_\_\_\_\_  
Branch Office Street Address for Contract Delivery

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Zurich American Life Insurance Company**  
**Administrative Office • [7045 College Boulevard • Overland Park, KS 66211-1523]**



<b>SERFF Tracking #:</b>	ZUUG-130803492	<b>State Tracking #:</b>	<b>Company Tracking #:</b>	2016-0096
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Zurich American Life Insurance Company	
<b>TOI/Sub-TOI:</b>	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium			
<b>Product Name:</b>	PP - Deferred Variable 3			
<b>Project Name/Number:</b>	/			

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Actuarial Memorandum
<b>Comments:</b>	
<b>Attachment(s):</b>	Generic PPVA Act Memo - 02A (signed).pdf
<b>Item Status:</b>	
<b>Status Date:</b>	
<b>Satisfied - Item:</b>	Statement of Variable Language
<b>Comments:</b>	
<b>Attachment(s):</b>	SOVL - Contract Detail PPVAGN-02A.pdf Statement of Variability -ZM-23730FQ-GN.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

**ZURICH AMERICAN LIFE INSURANCE COMPANY**

**ACTUARIAL MEMORANDUM**

**PRIVATE PLACEMENT INDIVIDUAL FLEXIBLE PREMIUM  
VARIABLE ANNUITY CONTRACT**

**POLICY FORM PPVAGN-02A**

**Description of Product**

This is a flexible premium variable annuity that will be offered for sale in the high net worth individual market and privately offered in reliance on various exemptions from registration under applicable state and federal securities laws. Accordingly, the Policy will be offered for sale only to sophisticated individuals and entities, including certain trusts established by such individuals, that can demonstrate that they meet criteria set by federal law and regulations promulgated by the Securities and Exchange Commission, and possess the investment knowledge and sophistication necessary to evaluate the risks in purchasing the Policy. The Policy does not offer guaranteed living benefits, bonus benefits, or a guaranteed minimum death benefit in excess of Cash Value.

**A. Death Benefits**

This Policy provides for the payment of a death benefit in the event of death prior to the annuity commencement date equal to the Cash Value. The Beneficiary may elect to have the Death Proceeds paid under an Annuity Benefit option.

**B. Cash Value and Cash Surrender Value**

The Cash Value available under this Policy prior to the annuity commencement date is the Premium less Premium Charges, less Contract Charges, plus Separate Account investment return net of Separate Account Charges, less Transfer Charges, less partial withdrawals.

The Cash Surrender Value is the Cash Value net of any accrued and unpaid amounts.

These terms and the accumulation of Cash Value are described in detail in the contract.

Contract transactions involving Cash Value allocated to a Specialty Division, such as allocations of Net Premiums, transfers, partial withdrawals, a surrender, the payment of Annuity Benefits, and an Exchange of this Contract may be subject to certain limits and conditions. In addition, the processing, valuation and payment of the amounts for these transactions, as well as the payment of Death Proceeds may be delayed. The terms of the limits and conditions will be disclosed in the applicable Specialty Division Schedule.

**C. Surrender Charges**

There are no surrender charges.

**D. Issue Ages**

The minimum issue age is 0 and the maximum issue age is 100, subject to suitability requirements.

E. Paid-Up Annuity Benefit Options

The policy provides for the following Annuity Benefit Options. These options are described in detail in the contract:

Option 1 – Fixed Installment Annuity for at least 5 years, but not more than 30 years

Option 2 – Optional Method: Payments of equal or varied amounts until all the amounts applied are paid in full.

Option 3 – Life Annuity

Option 4 – Life Annuity with a 5 or 10 Year Period Certain

Option 5 – Joint and Survivor Life Annuity with a Ten-Year Period Certain

Guaranteed minimum monthly income payments for Annuity Benefit options 1, 3 and 4 are shown in Appendix A. Current Annuity rates for single premium immediate annuity contracts issued by the Company on the Annuity Date to the same class of annuitants as the Payee will be used if they produce payments greater than the guaranteed payments. Guaranteed payments are determined using 0% interest and, where mortality is involved, the 2000 individual annuity mortality table projected generationally with scale G using an Annuity Date of January 1, 2010. In using this mortality table, Ages will be reduced by one year for Annuity Dates occurring in the decade 2015-2024, reduced by two years for Annuity Dates occurring in the decade 2025-2034, and so on. The minimum monthly income payments shown in Appendix A reflect guaranteed rates of mortality for Annuity Dates occurring in the decade 2005-2014. Thus, for Annuity Dates occurring in the decade 2015-2024, the term adjusted age as used in Appendix A means actual Age on the birthday nearest the date the first installment is due less one year. Adjusted age shall mean actual Age on the birthday nearest the date the first installment is due less two years for Annuity Dates occurring in the decade 2025-2034, and so on.

F. Maturity Age

The maturity age (latest Annuity Date) is the Contract Anniversary on or after Annuitant's 100th Birthday.

**Basis of Non-Guaranteed Values**

The product has the following non-guaranteed elements:

A. Credited Interest and/or Investment Gain/Loss on the Variable Account.

General Account: The policy does not offer a general account investment option.

Variable Account: There is no minimum rate of return.

B. Separate Account Charges

The guaranteed maximum Asset-Based Distribution Charge is 1.50% annually (1/365 daily) on the portion of Cash Value in the Separate Account. The company may charge a lower Asset-Based Distribution Charge.

The guaranteed maximum Account Maintenance Charge is 1.00% annually (1/365 daily) on the portion of Cash Value in the Separate Account. The company may charge a lower Account Maintenance Charge.

C. Transfer Charges

The guaranteed maximum Transfer Charge is \$25 per transfer. The Transfer Charge is deducted from the Division Account Value from which the transfer is being made for transfers in a Policy Year exceeding the Maximum Allowed Transfers shown in the Policy Details. The company may charge a lower Transfer Charge.

D. Contract Charges

The guaranteed maximum Administrative Charge is \$50 per year. The company may charge a lower Administrative Charge. The guaranteed maximum Additional Contract Report Fee is \$100 per report. The company may charge a lower Additional Contract Report Fee.

E. Sales Load & Premium Tax (Premium Charges)

The guaranteed maximum Sales Load will not exceed 10% of premiums plus a charge, specific to the state of issue, equal to the premium/franchise tax applicable to policies issued in that state. The company may charge a lower Sales Load.

## Appendix A

### GUARANTEED MINIMUM MONTHLY INCOME PER \$1,000 OF CASH SURRENDER VALUE

Adjusted Age	Life Annuity		Life Annuity with 5 Year Period Certain		Life Annuity with 10 Year Period Certain		Fixed Installment Annuity	
	Male	Female	Male	Female	Male	Female	Years	Income
35	1.54	1.43	1.54	1.43	1.54	1.43	5	16.67
36	1.57	1.46	1.57	1.46	1.57	1.46	6	13.89
37	1.61	1.49	1.61	1.49	1.61	1.49	7	11.90
38	1.64	1.52	1.64	1.52	1.64	1.52	8	10.42
39	1.68	1.55	1.68	1.55	1.68	1.55	9	9.26
40	1.72	1.58	1.72	1.58	1.71	1.58	10	8.33
41	1.76	1.62	1.75	1.62	1.75	1.61	11	7.58
42	1.80	1.65	1.80	1.65	1.79	1.65	12	6.94
43	1.84	1.69	1.84	1.69	1.84	1.69	13	6.41
44	1.88	1.73	1.88	1.72	1.88	1.72	14	5.95
45	1.93	1.76	1.93	1.76	1.93	1.76	15	5.56
46	1.98	1.81	1.98	1.81	1.98	1.80	16	5.21
47	2.03	1.85	2.03	1.85	2.03	1.85	17	4.90
48	2.08	1.90	2.08	1.90	2.08	1.89	18	4.63
49	2.14	1.94	2.14	1.94	2.13	1.94	19	4.39
50	2.20	1.99	2.20	1.99	2.19	1.99	20	4.17
51	2.26	2.05	2.26	2.05	2.25	2.04		
52	2.33	2.10	2.32	2.10	2.31	2.10		
53	2.39	2.16	2.39	2.16	2.38	2.15		
54	2.47	2.22	2.46	2.22	2.45	2.21		
55	2.54	2.28	2.54	2.28	2.52	2.28		
56	2.62	2.35	2.62	2.35	2.60	2.34		
57	2.70	2.42	2.70	2.42	2.68	2.41		
58	2.79	2.50	2.79	2.50	2.77	2.49		
59	2.89	2.58	2.88	2.58	2.86	2.57		
60	2.99	2.66	2.98	2.66	2.95	2.65		
61	3.10	2.75	3.09	2.75	3.05	2.73		
62	3.21	2.85	3.20	2.84	3.16	2.83		
63	3.33	2.95	3.32	2.95	3.27	2.92		
64	3.46	3.06	3.45	3.05	3.39	3.03		
65	3.60	3.18	3.58	3.17	3.52	3.14		
66	3.75	3.30	3.72	3.29	3.65	3.25		
67	3.90	3.43	3.88	3.42	3.78	3.38		
68	4.07	3.57	4.04	3.56	3.93	3.51		

Adjusted Age	Life Annuity		Life Annuity with 5 Year Period Certain		Life Annuity with 10 Year Period Certain		Fixed Installment Annuity	
	Male	Female	Male	Female	Male	Female	Years	Income
69	4.25	3.72	4.21	3.71	4.08	3.64		
70	4.44	3.89	4.40	3.87	4.23	3.79		
71	4.65	4.06	4.59	4.04	4.40	3.95		
72	4.86	4.25	4.79	4.22	4.57	4.11		
73	5.10	4.46	5.01	4.42	4.74	4.28		
74	5.34	4.68	5.24	4.63	4.92	4.46		
75	5.61	4.92	5.49	4.86	5.11	4.66		
76	5.89	5.18	5.75	5.11	5.30	4.85		
77	6.20	5.46	6.02	5.37	5.49	5.06		
78	6.53	5.77	6.31	5.65	5.69	5.27		
79	6.88	6.10	6.62	5.95	5.89	5.49		
80	7.26	6.46	6.94	6.28	6.09	5.71		
81	7.67	6.85	7.29	6.62	6.29	5.94		
82	8.11	7.27	7.64	6.99	6.48	6.16		
83	8.58	7.73	8.02	7.38	6.67	6.38		
84	9.08	8.23	8.41	7.79	6.86	6.60		
85	9.62	8.78	8.81	8.22	7.03	6.80		
86	10.21	9.37	9.23	8.66	7.20	7.00		
87	10.84	10.01	9.65	9.13	7.36	7.19		
88	11.51	10.70	10.09	9.60	7.51	7.36		
89	12.24	11.44	10.53	10.08	7.64	7.52		
90	13.01	12.23	10.98	10.56	7.77	7.67		
91	13.84	13.07	11.43	11.03	7.88	7.80		
92	14.72	13.95	11.88	11.51	7.98	7.91		
93	15.67	14.89	12.34	11.99	8.06	8.01		
94	16.70	15.90	12.80	12.47	8.13	8.09		
95	17.84	16.99	13.27	12.95	8.19	8.16		
96	19.11	18.20	13.73	13.42	8.24	8.21		
97	20.54	19.56	14.17	13.89	8.27	8.25		
98	22.21	21.13	14.60	14.34	8.29	8.28		
99	24.08	22.88	14.99	14.75	8.31	8.30		
100	26.18	24.85	15.35	15.14	8.32	8.32		

## Appendix B

### Demonstration of Compliance with Section 7 of the NAIC Model Variable Annuity Regulation, Model #250

Premium: \$100 per month during the first 10 contract years

Sales Load: 10%

Premium Tax: 0%

Annual Policy Charge: \$50

Withdrawals: None assumed

Annual Transfers: 1

Transfer Charge: \$0

Separate Account Net Investment Return: 7%

Contract Year	Contract Year Premium	Contract Value EOY	Surrender Charge	(A) Cash Value EOY	(B) NF Law Minimum Cash Value EOY	Excess (A)-(B)
1	1,200.00	1,067.03	0.00	1,067.03	1,035.90	31.13
2	1,200.00	2,208.75	0.00	2,208.75	2,144.32	64.43
3	1,200.00	3,430.38	0.00	3,430.38	3,330.32	100.07
4	1,200.00	4,737.54	0.00	4,737.54	4,599.34	138.20
5	1,200.00	6,136.19	0.00	6,136.19	5,957.20	179.00
6	1,200.00	7,632.75	0.00	7,632.75	7,410.10	222.65
7	1,200.00	9,234.07	0.00	9,234.07	8,964.71	269.36
8	1,200.00	10,947.48	0.00	10,947.48	10,628.14	319.34
9	1,200.00	12,780.83	0.00	12,780.83	12,408.01	372.82
10	1,200.00	14,742.52	0.00	14,742.52	14,312.47	430.05
11	0.00	15,721.00	0.00	15,721.00	15,260.85	460.15
12	0.00	16,767.97	0.00	16,767.97	16,275.60	492.36
13	0.00	17,888.22	0.00	17,888.22	17,361.40	526.83
14	0.00	19,086.90	0.00	19,086.90	18,523.19	563.70
15	0.00	20,369.48	0.00	20,369.48	19,766.32	603.16
16	0.00	21,741.85	0.00	21,741.85	21,096.46	645.38
17	0.00	23,210.27	0.00	23,210.27	22,519.71	690.56
18	0.00	24,781.49	0.00	24,781.49	24,042.59	738.90
19	0.00	26,462.70	0.00	26,462.70	25,672.07	790.62
20	0.00	28,261.59	0.00	28,261.59	27,415.62	845.97

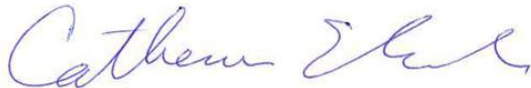
## Appendix C

### CERTIFICATION OF COMPLIANCE

The nonforfeiture values available under this policy equal or exceed the minimums required under Section 7 of the NAIC Model Variable Annuity Regulation, model #250, as demonstrated in Appendix B.

This contract does not provide a general account investment option. As such, discussion of the basis used in the establishment of the initial nonforfeiture rate applicable to any general account values under the contract and demonstration of compliance with the NAIC Annuity Nonforfeiture Model Regulation, model # 806 is not applicable.

I have performed this analysis, in accordance with all applicable actuarial Standards of Practice and Actuarial Guidelines, in support of this opinion:



---

Catherine Ehrlich, F.S.A., M.A.A.A.

October 4, 2016

---

Date (Month, Day, Year)



STATEMENT OF VARIABLE ITEMS			
PPVAGN-02A			
(These variables refer to variable elements on the Contract Cover Page and the Contract Detail Pages)			
Contract form PPVAGN-02A			
Date	11/17/2016		
Variable	Bracketed Item	Description of Variable	Use
AA	ADMINISTRATIVE OFFICE ADDRESS	Company's Administrative Office contact information	The Administrative Office contact information is shown as variable text that may be modified in responses to changes in that contact information.
BB	LOGO	Company Logo	If the company logo changes it will be replaced with the then current logo
CC	PHONE NUMBER	Company contact phone number format (xxx) xxx-xxxx	If the company changes its contact phone number, it will be replaced with the then current phonenumber
DD	OFFICER SIGNATURE, NAME AND TITLE	Officer signatures, names and titles at the time the Contract is issued	If the officer signature(s), name(s) or title(s) changes(s), this information will be replaced with the correct and current officer information for authorized officers of the Company.
1	CONTRACT NUMBER	As automated system assigns	Data will change with each contract.
2	OWNER	The Owner's name as it appears on the application.	Data will change with each contract.
3	JOINT OWNER	Choices are "Joint Owner" or Blank	If there is a Joint Owner, the term "Joint Owner" will be inserted.
4	JOINT OWNER'S NAME	The Joint Owner's name as it appears on the application.	Data will change with each contract.
5	ISSUE DATE	Issue Date format = Month, DD, YYYY	Data will change with each contract.
6	ANNUITANT	The Annuitant's name as it appears on the application	Data will change with each contract.
7	SEX	Gender choices are "Male" or "Female"	Data will change with each contract.
8	AGE AT ISSUE	Annuitant's Age at Issue	Data will change with each contract.
9	CONTINGENT ANNUITANT	The Contingent Annuitant's name as it appears on the application	Data will change with each contract.
10	SEX	Gender choices are "Male" or "Female"	Data will change with each contract.
11	AGE AT ISSUE	Contingent Annuitant's Age at Issue	Data will change with each contract.
12	ANNUITY DATE	Annuity Date format = Month, DD, YYYY	Data will change with each contract.
13	LATEST ANNUITY DATE	Contract Anniversary on or after Annuitant's 100th Birthday format = Month, DD, YYYY	Data will change with each contract.

14	DEPARTMENT OF INSURANCE TELEPHONE NUMBER	Area code plus telephone number	If the company changes its contact phone number, it will be replaced with the then current phonenumber.
15	INITIAL PREMIUM	Numeric dollar amount of initial premium	Data will change with each contract.
16	MINIMUM ADDITIONAL PREMIUM AMOUNT	0 - 100,000.00 (Numeric dollar amount range)	The company may change the Minimum Additional Premium Amount based on experience.
17	TOTAL ADDITIONAL PREMIUM AMOUNT	0 - 100,000,000.00 (Numeric dollar amount range)	The company may change the Total Additional Premium Amount based on experience.
18	ELIGIBLE TRANSFER DAY	Choices are "Once each Contract Month" or "Each Valuation Date."	Transfers are permitted between Divisions of the Separate Account on Eligible Transfer Dates. Data will change with each policy as elected by the policy owner.
19	MINIMUM TRANSFER AMOUNT	1,000.00 - 100,000.00 (Numeric dollar amount range)	Data may change depending upon experience.
20	MINIMUM REMAINING DIVISION ACCOUNT VALUE	1,000.00 - 100,000.00 (Numeric dollar amount range)	Data may change depending upon experience.
21		Choices are "subject to the requirements of a Specialty Division" or blank.	Data will change with each contract as elected by the policy owner.
22	MAXIMUM ALLOWED TRANSFERS	3 - 12 (Numeric range) showing the greatest number of permitted transfers each contract year.	Data will change with each contract within this range.
22a	CONTRACT YEAR	Choices are Contract Year, calendar quarter, calendar month, or calendar year	Data may change depending upon experience.
22b		Choices are "subject to the requirements of a Specialty Division" or blank.	Data will change with each policy as elected by the contract owner.
23	MAXIMUM ALLOWED PARTIAL WITHDRAWALS	1 - 4 (Numeric range) showing the Maximum Number of Partial Withdrawals permitted in a policy year.	The company may change the Maximum Partial Withdrawals permitted.
23a	CONTRACT YEARS	Choices are Contract Year, calendar quarter, calendar month, or calendar year	Data may change depending upon experience.
23b		Choices are "subject to the requirements of a Specialty Division" or blank.	Data will change with each policy as elected by the contract owner.
24	MINIMUM PARTIAL WITHDRAWAL AMOUNT	1,000.00 - 100,000.00 (Numerical dollar amount range) showing the minimum amount of Account Value which may be withdrawn from the Contract.	The company may change the Minimum Partial Withdrawal Amount.

<b>25</b>	MINIMUM REMAINING DIVISION ACCOUNT VALUE	1,000.00 - 100,000.00 (Numerical dollar amount range) showing the Minimum Remaining Division Account Value following a Partial Withdrawal.	The company may change the amount required to remain in divisions based on experience or division requirement.
<b>25a</b>		Choices are "subject to the requirements of a Specialty Division" or blank.	Data will change with each contract as elected by the contract owner.
<b>26</b>	SALES LOAD - CURRENT	Choices are "Current" or blank	Entire Section. It is the intent of the company to show the Current Sales Load.
<b>27</b>		Choices are "X.XX% of Premium Payment" or blank	Entire Section. Either this section or the paragraph in #32 with the associated table will display. #31 and #32 are mutually exclusive.
<b>27a</b>	SALES LOAD - CURRENT	0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load. #31 and #32 are mutually exclusive.
<b>28</b>	The Sales Load is assessed...	Choices are: "The Sales Load is assessed on the Premium Paid based upon the Cumulative Premiums Paid up to and including the most recent Premium Payment and the Contract Year in which the Premium Payment is made."; or "The Sales Load is assessed on the Premium Paid based upon the Cash Value after applying most recent Premium Payment and the Contract Year in which the Premium Payment is made."; or "The Sales Load is assessed on the Premium Paid based upon the Cumulative Premiums Paid up to and including the most recent Premium Payment."; or "The Sales Load is assessed on the Premium Paid based upon the Cash Value after applying most recent Premium Payment."; or "The Sales Load is assessed on the Premium Paid based upon the Contract Year in which the Premium Payment is made." and table or blank	Entire Section. Either this section with associated table will display or Item 31 and 31a will display. Variable 31 and 32 are mutually exclusive.
<b>28a</b>	Multiple rates apply if a Premium Payment crosses one or more break-points	Choices are "Multiple rates apply if a Premium Payment crosses one or more break-points below." or blank	This would appear if this factor would apply. Data could change with each contract.

<b>A</b>		Table or blank	Entire table. This would be blank if #31 is shown instead. Data could change with each contract. Additional columns similar to D and E may be needed if additional breakpoints must be shown.
<b>A1</b>	Cumulative Premiums Paid	Choices are "Cumulative Premiums Paid" or "Cash Value" or blank	Data could change with each contract
<b>B</b>		Column or Blank	This column would appear if the contract year is a factor in determining the rate. The table could expand with additional rows similar to B2. Data could change with each contract.
<b>B1</b>	Contract Year	Contract Year or blank	Data could change with each contract
<b>B2</b>	1-10	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>B3</b>	11-20	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>B4</b>	21+	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>C</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to C2. Data could change with each contract.
<b>C1</b>	Less than \$5 Million	Less than \$X (Thousand or Million) with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract.
<b>C2</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>C3</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.

<b>C4</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>D</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to D2. Data could change with each contract.
<b>D1</b>	\$5 Million or greater but less than \$10 Million	\$X (Thousand or Million) or greater but less than \$X (Thousand or Million), with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract
<b>D2</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>D3</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>D4</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>E</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to E2. Data could change with each contract.
<b>E1</b>	\$10 Million or greater but less than \$15 Million	\$X (Thousand or Million) or greater but less than \$X (Thousand or Million), with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract

<b>E2</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>E3</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>E4</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>F</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to F2. Data could change with each contract.
<b>F1</b>	\$15 Million or greater	"\$X (Thousand or Million) or greater" with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract
<b>F2</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>F3</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.
<b>F4</b>		0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the Current Sales Load as of the contract Issue Date. The Current Sales Load may be 0.00 to 10.00%. This entry may or may not change for subsequent contract issues, but will not exceed the Maximum Guaranteed Sales Load.

<b>29</b>	SALES LOAD - GUARANTEED MAXIMUM	0.00 - 10.00 (Numeric percentile range) showing the percentage of each premium deducted to cover sales charges	The data will show the guaranteed maximum Sales Load for the contract which may change with each contract. No contract will have a guaranteed maximum Sales Load in excess of 10.0%
<b>30</b>	Current	Choices are "Current" or blank	Entire Section. It is the intent of the company to show the Current Sales Load. Company may decide at some time in the future exclude displaying current charges.
<b>30a</b>	PREMIUM TAX - Current	0.00 (Numeric percentile ) showing the percentage of each premium deducted to cover premium tax on a current basis	Company may decide at some time to display a guaranteed percentage.
<b>31</b>	PREMIUM TAX - GUARANTEED MAXIMUM	0.00 (Numeric percentile ) showing the percentage of each premium deducted to cover premium tax or "The percentage We determine based upon the tax imposed under the laws of the State where this Contract is issued."	Company may decide at some time to display a guaranteed percentage.
<b>32</b>	CONTRACT CHARGES - CURRENT	Column may be in or out.	Company may decide at some time in the future exclude displaying current charges.
<b>32a</b>	ADMINISTRATIVE CHARGES - CURRENT	0.00 - 50.00 (Numeric dollar range) showing the amount charged the separate account for Administrative Charges each year.	Data will change with each contract depending on whether or not any Administrative Charges are applicable and will show 0.00 if no Administrative Charges are applicable. This entry may or may not change for subsequent contract issues , but the charges will not exceed the Guaranteed Maximum Administrative Charges of \$50.00 per year.
<b>32b</b>	ADDITIONAL CONTRACT REPORT FEE - CURRENT	0.00 - 100.00 (Numeric dollar range) showing the amount charged the separate account for additional Contract reports sent to Contract Owner.	Data will change with each contract depending on whether or not any Additional Contract Report Fees are applicable and will show 0.00 if no Additional Contract Report Fees are applicable. The company may change the amount of Additional Contract Report Fees, but they will not exceed the Guaranteed Maximum Additional Contract Report Fee Charges.
<b>32c</b>	ENDORSEMENT RIDER FEE	Choices are "Endorsement/Rider Fee" or blank.	This item may change depending on the availability of Endorsements/Riders at the time of application. This item may either be in or out depending upon whether or not Supplemental Benefits/Endorsements or Riders are offered at the time of application. If riders or endorsements are issued with the contract, the costs for the riders or endorsements will be shown here.

<b>32d</b>	TRANSFER CHARGES - CURRENT	0.00 - 25.00 (Numeric dollar range) showing the amount charged the separate account for transfers in excess of Maximum Allowed Transfers.	The company may change the amount of Transfer Charges, but they will not exceed the Guaranteed Maximum Transfer Charges.
<b>33</b>	ADMINISTRATIVE CHARGES - GUARANTEED	Numeric entry = 50.00	The data will show the guaranteed maximum Administrative Charge for the contract which may change with each contract. No contract will have a guaranteed maximum Administrative Charge in excess of \$50.00.
<b>34</b>	ADDITIONAL CONTRACT REPORT FEE - GUARANTEED MAXIMUM	Numeric entry = 100.00	The data will show the guaranteed maximum Additional Contract Report Fee for the contract which may change with each contract. No contract will have a guaranteed maximum Additional Contract Report Fee in excess of \$100.00.
<b>35</b>	TRANSFER CHARGES - GUARANTEED MAXIMUM	Numeric entry = 25.00	The data will show the guaranteed maximum Transfer Charge for the contract which may change with each contract. No contract will have a guaranteed maximum Asset-Based Distribution Charge in excess of \$25.00.
<b>36</b>		Choices are "redeeming units from the applicable Division" or "a reduction in the Investment Experience Factor"	Company would change this depending on administrative system used to administer policies. Data may vary by contract.
<b>37</b>	ACCOUNT MAINTENANCE CHARGE - CURRENT	Choices are "Current" or blank	Entire Section. It is the intent of the company to show the Current Account Maintenance Charge.
<b>38</b>	ACCOUNT MAINTENANCE CHARGE - CURRENT	Choices are "X.XX% of the Cash Value" or blank	Entire Section. Either this section or the paragraph in #44 with the associated table will display. Item 43 and 44 are mutually exclusive.
<b>38a</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00 if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.



<b>39</b>		<p>Choices are:</p> <p>"The Account Maintenance Charge is assessed based on the Cash Value and the Contract Year in which the Account Maintenance Charge is being assessed." or</p> <p>"The Account Maintenance Charge is assessed based on the Cumulative Premiums Paid up to and including most recent Premium Payment and the Contract Year in which the Account Maintenance Charge is being assessed."; or</p> <p>"The Account Maintenance Charge is assessed based on the Contract Year in which the Account Maintenance Charge is being assessed."; or</p> <p>"The Account Maintenance Charge is assessed based on the Cumulative Premiums Paid up to and including most recent Premium Payment."; or</p> <p>"The Account Maintenance Charge is assessed based on the Cash Value." and table or blank</p>	Entire Section. Either this section with associated table will display or Item 43 and 43a will display. Variable 43 and 44 are mutually exclusive.
<b>39a</b>	Multiple rates apply if a Cash Value crosses one or more break-points below.	<p>Choices are:</p> <p>"Multiple rates apply if the Cash Value crosses one or more break-points below." or</p> <p>"Multiple rates apply if the Premiums Paid cross one or more break-points below." or blank</p>	This would appear if this factor would apply. Data could change with each contract.
<b>G</b>		Table or blank	Entire table either appears. This would be blank if #43 is shown instead. Data could change with each contract. Additional columns similar to J and K may be needed if additional breakpoints must be shown.
<b>G1</b>	Cash Value	Choices are "Cash Value" or "Premiums Paid"	Data could change with each contract
<b>H</b>		Column or Blank	This column would appear if the contract year is a factor in determining the rate. The table could expand with additional rows similar to H2. Data could change with each contract.
<b>H1</b>	Contract Year	Contract Year or blank	Data could change with each contract
<b>H2</b>	1-10	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>H3</b>	11-20	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.

<b>H4</b>	21+	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>I</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to I2. Data could change with each contract.
<b>I1</b>	Less than \$5 Million	Less than \$X (Thousand or Million) with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract
<b>I2</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>I3</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>I4</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>J</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to D2. Data could change with each contract.
<b>J1</b>	\$5 Million or greater but less than \$10 Million	\$X (Thousand or Million) or greater but less than \$X (Thousand or Million), with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract.
<b>J2</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>J3</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.

<b>J4</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>K</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to K2. Data could change with each contract.
<b>K1</b>	\$10 Million or greater but less than \$15 Million	\$X (Thousand or Million) or greater but less than \$X (Thousand or Million), with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract
<b>K2</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>K3</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>K4</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>L</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to F2. Data could change with each contract.
<b>L1</b>	\$15 Million or greater	"\$X (Thousand or Million) or greater" with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract.
<b>L2</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>L3</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.

<b>L4</b>		0.00 - 1.00 (Numerical percentile range) representing separate account charges to cover account maintenance costs	Data will change with each contract and will show 0.00% if no Account Maintenance Charge is applicable. The Account Maintenance Charge will not exceed the Account Maintenance Charge Guaranteed Maximum.
<b>40</b>	ACCOUNT MAINTENANCE CHARGE - GUARANTEED MAXIMUM	Numeric entry = 1.00	The data will show the guaranteed maximum Account Maintenance Charge for the contract which may change with each contract. No contract will have a guaranteed maximum Asset-Based Maintenance Charge in excess of 1.00%.
<b>41</b>	ASSET - BASED DISTRIBUTION CHARGE - CURRENT	Choices are "Current" or blank	Entire Section. It is the intent of the company to show the Current Asset-Based Distribution Charge.
<b>42</b>	ASSET - BASED DISTRIBUTION CHARGE - CURRENT	Choices are "X.XX% of the Cash Value" or blank	Entire Section. Either this section or the paragraph in #48 with the associated table will display. Variable #47 and #48 are mutually exclusive.
<b>42a</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00 if no Asset-Based Distribution Charge. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>43</b>		<p>Choices are:</p> <p>"The Asset-Based Distribution Charge is assessed based on the Cash Value and the Contract Year in which the Asset-Based Distribution Charge is being assessed."; or</p> <p>"The Asset-Based Distribution Charge is assessed based on the Cumulative Premiums Paid up to and including most recent Premium Payment and the Contract Year in which the Asset-Based Distribution Charge is being assessed."; or</p> <p>"The Asset-Based Distribution Charge is assessed based on the Contract Year in which the Asset-Based Distribution Charge is being assessed."; or</p> <p>"The Asset-Based Distribution Charge is assessed based on the Cumulative Premiums Paid up to and including most recent Premium Payment."; or</p> <p>"The Asset-Based Distribution Charge is assessed based on the Cash Value." and table or blank</p>	Entire Section. Either this section with associated table will display or Item 47 and 47a will display. Variable 47 and 48 are mutually exclusive.

<b>43a</b>		Choices are: "Multiple rates apply if the Cash Value crosses one or more break-points below." or "Multiple rates apply if the Premiums Paid cross one or more break-points below." or blank	Data could change with each contract.
<b>M</b>		Table or blank	Entire table either appears. This would be blank if #47 is shown instead. Data could change with each contract. Additional columns similar to P and R may be needed if additional breakpoints must be shown.
<b>M1</b>		Choices are "Cash Value" or blank	Data could change with each contract.
<b>N</b>		Column or Blank	This column would appear if the contract year is a factor in determining the rate. The table could expand with additional rows similar to N2. Data could change with each contract.
<b>N1</b>	Contract Year	Contract Year or blank	Data could change with each contract
<b>N2</b>	1-10	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>N3</b>	11-20	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>N4</b>	21+	0 - 101 (Numeric range) showing the contract year segment or Blank	The data will show the # of years that the rate applies to. This entry may or may not change for subsequent contract issues, but will not exceed Contract Year 101.
<b>O</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to O2. Data could change with each contract.
<b>O1</b>	Less than \$5 Million	Less than \$X (Thousand or Million) with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract.
<b>O2</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.

<b>O3</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>O4</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>P</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to P2. Data could change with each contract.
<b>P1</b>	\$5 Million or greater but less than \$10 Million	\$X (Thousand or Million) or greater but less than \$X (Thousand or Million), with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract.
<b>P2</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>P3</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>P4</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>R</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to R2. Data could change with each contract.
<b>R1</b>	\$10 Million or greater but less than \$15 Million	\$X (Thousand or Million) or greater but less than \$X (Thousand or Million), with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract.
<b>R2</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.

<b>R3</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>R4</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>S</b>		Column or Blank	This column would appear if a dollar amount breakpoint is a factor in determining the rate. The table could expand with additional rows similar to S2. Data could change with each contract.
<b>S1</b>	\$15 Million or greater	"\$X (Thousand or Million) or greater" with X ranging from \$0 to \$100 Million	The data will show the breakpoint that is used to determine the rate. Data could vary by contract.
<b>S2</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>S3</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>S4</b>		0.00 - 1.50 (Numerical percentile range) representing separate account charges to cover asset-based distribution charges.	Data will change with each contract and will show 0.00% if no Asset-Based Distribution Charge is applicable. The Asset-Based Distribution Charge will not exceed the Asset-Based Distribution Charge Guaranteed Maximum.
<b>44</b>	Asset-Based Distribution Charge GUARANTEED MAXIMUM	Numeric entry = 1.50	The data will show the guaranteed maximum Asset-Based Distribution Charge for the contract which may change with each contract. No contract will have a guaranteed maximum Asset-Based Distribution Charge in excess of 1.50%.
<b>45</b>	CHARGE DEDUCTION DIVISION	This entry is the name of the Charge Deduction Division	This data will change depending on the Charge Deduction Division elected by the policy owner.
<b>46</b>	INVESTMENT EXPERIENCE FACTOR - C	Entire Section or blank	Company would change this depending on administrative system used to administer policies. Data may vary by contract.

47	SEPARATE ACCOUNT	Separate Account Name	The company may utilize a different separate account in its sole discretion, provided that the new accounts do not significantly alter the underlying structure of the contract.
48	ABC FUND DIVISION	Name of a Division	The names of the the Registered Fund Divisions available at the time of application will be listed. Listed Divisions may change depending upon availability of the Divisions. The company will notify contract owners of additions or deletions. Managed Divisions may be added, provided that the new divisions do not significantly alter the underlying structure of the contract.
49	VALUATION DATE	Entry is a description of the frequency of valuation performed by the Division, such as, "each business day."	This entry is dependent on the frequency of valuation performed by the managed account. The company will notify contract owners, as applicable of any change in frequency.
50	MANAGED DIVISIONS	Section will appear if Managed Divisions are being offered as investment options to the policyholder.	This item may be in or out depending on whether or not Managed Divisions are available at the time of application. Managed Divisions may be added, provided that the new funds do not significantly alter the underlying structure of the contract.
51	DEF Managed DIVISION	Name of a Managed Division.	The company may change the Managed Divisions offered depending on the availability of Managed Divisions. The company will notify contract owners, as applicable, of additions or deletions. Managed Divisions may be added, provided that the new funds do not significantly alter the underlying structure of the contract.
52	VALUATION DATE	Entry is a description of the frequency of valuation performed by the Managed Division, such as, "Each business day."	This entry is dependent on the frequency of valuation performed by the Managed Division. The company will notify contract owners, as applicable of any change in frequency.
53	SPECIALTY DIVISIONS	Section will appear if Specialty Funds are being offered as investment options to the policyholder.	This item may be in or out depending on whether or not Specialty Divisions are available at the time of application. Specialty Divisions may be added, provided that the new divisions do not significantly alter the underlying structure of the contract.



54	MNO SPECIALTY DIVISION	Name of a the Specialty Division	The company may change the Specialty Divisions offered depending on the availability of Specialty Divisions. The company will notify contract owners, as applicable, of additions or deletions. Specialty Divisions may be added, provided that the new divisions do not significantly alter the underlying structure of the contract.
55	*	Symbol indicates that the Note at the bottom of the page applies to the division where the asterisk appears. The note indicates that, when Cash Value is allocated to the specified Specialty Division listed with the asterisk, the policy owner will need to designate a Charge Deduction Division from which charges will be deducted.	Asterisk will appear or be excluded depending on whether or not the Specialty Division has liquidity restrictions such that the policy owner must designate a Division acceptable to us from which charges will be deducted.
56	VALUATION DATE	Entry is a description of the frequency of valuation performed by the Specialty Division, such as, "Last Business Day of the Quarter."	This entry is dependent on the frequency of valuation performed by the Specialty Division. The company will notify contract owners, as applicable of any change in frequency.
57	RST MANAGED SPECIALTY DIVISION	Section will appear if Specialty Funds are being offered as investment options to the policyholder.	This item may be in or out depending on whether or not Specialty Divisions are available at the time of application. Specialty Divisions may be added, provided that the new divisions do not significantly alter the underlying structure of the contract.
58	VALUATION DATE	Entry is a description of the frequency of valuation performed by the Specialty Division, such as, "Last Business Day of the Quarter."	This entry is dependent on the frequency of valuation performed by the Specialty Division. The company will notify contract owners, as applicable of any change in frequency.
59	ENTIRE LINE	Entry will read "**If Cash Value is allocated to this specified Specialty Division, We require that you designate a Charge Deduction Division and allocate or transfer Cash Value to the Charge Deduction Division from which charges attributable to this specified Specialty Division will be deducted." or be blank.	Entry will appear if the Specialty Fund available has liquidity restrictions such that the policy owner is required to designate a Division for the payment of charges.
60	SPECIALTY DIVISION SCHEDULE	Specialty Division Schedule will appear if any Specialty Divisions are offered as investment options to the contract owner at the time of application. Otherwise, this section will be blank.	This item may be in or out depending on whether or not Specialty Divisions are available at the time of application.
61	DIVISION NAME	Entry is the name the company has given to the Specialty Division and for which the Specialty Division Schedule pertains	This entry is based on data the company uses to identify the Specialty Division. This information will be different for each Specialty Division.

62	FUND NAME	The name of the Specialty Division Fund	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
63	PURCHASE NOTICE DATE	This entry will describe the timing of notice for purchases. As an example, the entry may read "40 days prior to the Purchase Date."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information may be different for each Specialty Division.
64	PURCHASE FUNDING DATE	0 - 30 (Numeric range) showing the number of days prior to the purchase date when funds are required to be paid to the Specialty Division.	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information may be different for each Specialty Division.
65	PURCHASE DATE	This entry will describe the timing for purchases. As an example, the entry may read "Last business day of each Calendar Quarter."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
66	PARTIAL REDEMPTION NOTICE DATE	0 - 365 (Numeric range) showing the number of days prior to the Partial Redemption Date required to give notice to the company for partial redemptions.	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
67	PARTIAL REDEMPTION DATE	This entry will describe the timing for partial redemptions. As an example, the entry may read "Last business day of each Calendar Quarter."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
68	PARTIAL REDEMPTION PAYMENT DATE	0 - 365 (Numeric range) showing the number of days between the partial redemption date and partial redemption payment date.	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
69	PARTIAL REDEMPTION MAXIMUM AMOUNT	This entry will describe the maximum amount that can be withdrawn from the Specialty Division for a partial withdrawal. As an example, the entry may read "Amount in excess of the \$500,000 Minimum Balance"	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
70	MINIMUM BALANCE	0.00 - 1,000,000.00 (Numeric dollar range) representing the minimum balance required to remain in the Specialty Division.	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
71	FULL REDEMPTION NOTICE DATE	This entry will describe the timing of notice for purchases. As an example, the entry may read "100 days prior to the Full Redemption Date."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.

72	FULL REDEMPTION DATE	This entry will describe the timing for full redemptions. As an example, the entry may read "Last business day of each Calendar Quarter."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
73	FULL REDEMPTION INITIAL PAYMENT DATE	0 - 365 (Numeric range) showing the number of days between the full redemption date and full redemption initial payment.	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
74	FULL REDEMPTION INITIAL PAYMENT AMOUNT	This entry will describe the amount that is expected from the Specialty Division as the initial payment on the Full Redemption Initial Payment Date. As an example, the entry may read "90.00% of the Division Account Value that will be paid on the Full Redemption Initial Payment Date."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
75	FULL REDEMPTION FINAL PAYMENT DATE	This entry will describe the date that the final payment is expected from the Specialty Division. As an example, the entry may read "Promptly after the investment fund's annual independent public accountant's audit for the year in which the Full Redemption Date is effective".	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information will be different for each Specialty Division.
76	FULL REDEMPTION FINAL PAYMENT AMOUNT	This entry describes the amount to be paid on the full redemption final payment date.	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created.
77	DEATH BENEFIT REDEMPTION NOTICE DATE	This entry will describe the timing of notice for purchases. As an example, the entry may read "30 days prior to the Death Benefit Redemption Date."	This entry is based on data from the specialty divisions for which the Specialty Division Schedule was created. This information may be different for each Specialty Division.
78	DEATH BENEFIT REDEMPTION DATE	This entry will describe the timing for full redemptions. As an example, the entry may read "Last business day of each Calendar Quarter."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information may be different for each specialty division.
79	DEATH BENEFIT REDEMPTION FINAL PAYMENT DATE	This entry will describe the date that the final payment is expected from the Specialty Division. As an example, the entry may read "The later of (i) 30 days after the investment fund's annual independent public accountant's audit for the year in which the Death Benefit Redemption Date is effective, or (ii) promptly after disposition of all investment assets distributed by the investment fund".	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. This information may be different for each Specialty Division.

<b>80</b>	DEATH BENEFIT REDEMPTION FINAL PAYMENT AMOUNT	This entry describes the amount expected from the Specialty Division for the final death benefit redemption payment. As an example, the entry may read "The total of (i) the cash proceeds from the redemption of interests in the investment fund and (ii) the net cash proceeds of all investment assets distributed to us in connection with the redemption to pay Death Proceeds (taking into account all costs, fees and expenses for the receipt, custody, and disposition of the investment assets)."	This entry is based on data from the Specialty Divisions for which the Specialty Division Schedule was created. Data will vary with each contract.
<b>81</b>	WE WILL NOTIFY YOU IN WRITING OF ANY CHANGES IN THE SCHEDULE FOR A SPECIALTY DIVISION	Choices are "We will notify you in writing of any changes to the Schedule for a Specialty Division" or blank.	Entry is based on whether any Specialty Divisions are offered as an investment option to contract owners at the time of application.
<b>82</b>	MINIMUM PERIODIC PAYMENT	0.00 - 10,000.00 (Numeric Dollar Range) representing the minimum dollar amount for periodic annuity payments permitted.	Company may change the minimum periodic payment for annuity payments permitted depending on experience.
<b>83</b>	PAGE NUMBER	An alphabetical letter (alpha letter range from A- Z)	Pagination may vary upon the addition or deletion of Specialty Divisions.
<b>84</b>	ISSUE STATE	Name of State where contract is issued	Data will change with each contract.

**Statement of Variability for Supplemental Forms ZM-23730FQ-GN (06/15),  
Private Placement Individual Flexible Premium Variable Annuity Application**

<b>Form Number</b>	<b>Form Title</b>	<b>Bracketed Item</b>	<b>Description of Variable</b>	<b>Use</b>
<b>ZM-23730FQ (06/15)</b>	Private Placement Individual Flexible Premium Variable Annuity Application			
		Administrative Office	Company's Administrative Office Name and Contact Information	If the company changes the provider for administrative services, or if the address changes, this contact information will be replaced with the contact information.
		ZURICH	Company Logo	If the company's logo changes, logo will be replaced with the current logo at the time the policy is issued.
		Division Name	The Names of Divisions available for allocation of premium at the time of application will be entered next to lines in Section 5.	Contract owner will elect from the list of available Divisions the Divisions to which premium will be allocated. The company may add to or delete Divisions from this list over time. The Company will notify applicable contract owners regarding additions or deletions.
		Section 8 (h)	Acknowledgements, Understandings and Representations pertaining to legal, accounting, investment or tax advice or treatment.	If the company changes the content of the Acknowledgement, Understanding, and Representations pertaining to legal, accounting, investment or tax advice or treatment, this section 8(h) will be replaced with new content.
		Company Name and Administrative Office Address	Company Name and Company's Administrative Office Name and Contact Information	If the company changes its name, the company name will be replaced with the new company name. If the company changes the provider for administrative services, or if the address changes, this contact information will be replaced with the contact information.